Terms and Conditions

Rev 22 – Effective immediately for orders received from 28/1/2013 otherwise effective from 28/2/2013

We are Entanet International Limited, a company registered in England and Wales at Companies House. Our registered office is Stafford Park 6, Telford, Shropshire TF3 3AT and our registered number is 03274237. Our VAT number is GB 682 3480 23.

It is important that you read these General Terms and Conditions of Supply carefully. Together with our Privacy Policy, Acceptable Use Policy and any Specific Terms and Conditions that may from time to time apply, they govern our relationship with you in relation to the Company's Web site and your purchase of Services and/or Equipment. If you have any questions about them or do not wish to accept them, please contact our customer services department at cs@enta.net or on 0333 101 0000 before continuing.

1. DEFINITIONS

In these General Terms and Conditions of Supply the following words and phrases shall have the following meanings;

"Acceptable Use Policies" means the policies set out on the Company's Web Site relating to the use of the Services, as modified or amended from time to time and "Acceptable Use Policy" shall be construed accordingly;

"Account" means the Customer's account with the Company for provision of the Services;

"Agreement" means these General Terms and Conditions of Supply, the Customer Application, the Acceptable Use Policies, the Price List, the Privacy Policy and the Specific Terms and Conditions, all of which, taken together, constitute the agreement between the Company and the Customer for the supply of the Equipment and/or Services;

"Business User" means a Customer who uses the Services and/or Equipment in the course of any trade or business;

"Charges" means the charges payable by the Customer in return for the Services and/or Equipment in accordance with Clause 8;

"Company" means Entanet International Ltd (Company Registration Number 3274237) of Stafford Park 6, Telford, Shropshire, TF3 3AT;

"Company's Web site" means the Web site at http://www.enta.net/, and references to "our Web site" shall be construed accordingly.

"Customer" means the person, group of persons or other entity whose name and address is or are set out in the Customer Application;

© Copyright Entanet International Ltd 2013

"Customer Application" means the application form for the supply by the Company of the Equipment and/or Services, completed by, or in accordance with an order from, the Customer;

"Direct Customer" means a person or entity billed by Entanet

"End User" means the person or entity receiving the benefit of the service. End User and Customer are interchangeable terms when the customer is a Direct Customer.

"Equipment" means the equipment specified on the Customer Application;

"Insolvency" means in relation to the Customer any of the following (as relevant): the appointment of any nominee, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986 (as modified, amended or replaced from time to time); or the entry into any compromise or arrangement with its creditors or, being a consumer, commits any act of bankruptcy, becomes bankrupt or enters into an individual voluntary arrangement; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company); or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales and "Insolvent" shall be construed accordingly;

“Intellectual Property” means all intellectual property of any kind whatsoever including without limitation patents, trade marks, trade names, service marks, copyright, moral rights, rights in design, rights in databases, know-how, confidential information and any other intellectual or industrial property whether or not registered or capable of registration (and including applications for any such right) together with all or any goodwill relating to such intellectual property;

"Law" means the law of England and Wales, in force from time to time, and shall include (without prejudice to generality of the foregoing) all criminal law, laws relating to Intellectual Property and all laws, rules and/or regulations relating to the publication or transmission of information or data in electronic form. References to "Law" shall be construed accordingly;

"Location" means the point of delivery of service

"Minimum Cancellation Notice Period" means the minimum period of notice that a Customer must give the Company to terminate a specific Service or this Agreement, as set out in Clause 11.8 of the General Terms and Conditions of Supply or as set out in the Specific Terms and Conditions;

"Minimum Service Period" means the minimum Service Period as set out in Clauses 3.2 and 3.3 or the Specific Terms and Conditions;
"Name" means any name specifically requested by or allocated to the Customer for the provision of the Services and includes any User Name, Internet domain name or electronic mailbox name;

© Copyright Entanet International Ltd 2013

"Network Connection" means an Internet access service for use by multiple machines;

"Partner" means a customer who has been granted partner status after the successful completion of a trade application (http://www.enta.net/trade_app/) and either acts as a sales agent or wholesale customer. For the avoidance of doubt (1) the term "Partner" shall not be seen as the creation of a legal entity and liability and assets remain distinct between the two parties; and (2) nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee;

"Password" means a password issued to the Customer for the Customer's access to the Services;

"Price List" means the Company's price list relating to the Equipment and/or Services set out on its Web site, as amended from time to time;

"Privacy Policy" means the Company's policy regarding privacy, set out on our Web site, as amended from time to time;

"Service Period" means the period of an individual Service provided in accordance with this Agreement;

"Service" means a service provided by the Company to enable the Customer to gain access to the Internet (and other services and facilities provided by the Company in connection with that service as described at http://www.enta.net/), as are specified on the Customer Application, and described in the Company's literature at the date of completion of the Customer Application together with all services and/or facilities referred to in any Specific Terms and Conditions; All references to "Services" shall be construed accordingly;

"Specific Terms and Conditions" means the Company's specific terms and conditions (if any) applicable to any part of the Services referred to on the Customer Application;

"us" or "we" means the Company, and references to "our" shall be construed accordingly;

"User Name" means any user name allocated to the Customer for access to the Services;

"you" means the Customer, and references to "your" shall be construed accordingly.

2. THE SERVICES

2.1 We shall provide you with the Services and/or the Equipment subject to the terms of this Agreement.

2.2 You can place your order for Equipment and/or Services by;
(a) completing our online order application form at http://www.enta.net/

© Copyright Entanet International Ltd 2013

(b) sending us a completed order application form by post or by fax to the address or fax number set out on our Web site; or
(c) telephoning our sales team on the number set out on our Web site.
(d) using the partner site web interface (https://synergi.enta.net/)
(e) submitting an order using XML

Please note it is your responsibility to check that your order is correct before submitting it. Should you encounter any problems with your order, or if you have made a mistake with your order, please contact us on 0333 101 0000.

2.3 We shall not be obliged to provide the Services and/or Equipment to you unless and until:
(a) we have sent written notice to you (either by post, fax or e-mail) of our acceptance of the Customer Application; and
(b) we have received any initial Charges due from you in respect of the Services and/or Equipment. Subject to your right to cancel (if you are a consumer) as set out below, acceptance of the Services and/or Equipment by you constitutes your automatic acceptance of the terms and conditions of this Agreement; and
(c) in the case of an XML order returned a successful response

2.4 We will provide you with transit and routing services for e-mail and general Internet access. We will (in consideration of the Charges) deliver IP packets to the Customer network boundary only and will not be, or be held responsible for, the transit, routing and delivery of IP packets to individual workstations on the Customer network.

2.5 We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which we provide to our customers, we may from time to time:

(a) suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as published by us); and/or
(b) give you instructions on how to use the Services. You agree to comply with any reasonable instructions we may give you in accordance with this Clause.

2.6 We will notify you as soon as possible if either we or our agents, employees, representatives or anyone else involved in providing the Services and/or the Equipment, require access to your premises, to install the Services and/or the Equipment or to carry out repairs, maintenance or upgrades. Where such notice is received by you, you agree to grant us and/or such other persons referred to, access to your premises. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.

© Copyright Entanet International Ltd 2013

2.7 We may make software available to you that enables you to use the Services. This software must not be copied or modified by you or anyone else unless allowed by Law. You undertake and agree that you will access the Services only via use of this software, or in an alternative way permitted by us, and you will not attempt to circumvent any security measures inherent in the Services. Where such software is owned by or licensed to us, we will, where possible, grant you a revocable, non-transferable, non-assignable, non-exclusive license to use it for the duration of the Agreement (or, if shorter the duration of any licence of the software to us). Where the use of such software by you requires you to enter a separate licence you agree to do so.

2.8 If you are a consumer (i.e. you are not purchasing either wholly or in part for your business or you are not a business) you have the right, in addition to your other rights, to cancel the Agreement (other than for personalised or perishable products, video, audio or software products which have been unsealed by you, or other products which we have specified as non-returnable) and receive a refund from us. You must inform us in writing if you wish to cancel within seven working days, starting on the day after the contract between you and the Company is concluded.
Details of your right to cancel will also be provided in the order acknowledgement email.
The steps you need to take in order to conclude the Agreement are completing the online order confirmation and making payment of the initial fee.

If you choose to cancel then you must return any Equipment to us at your cost and risk and we advise you to ensure the Equipment is adequately insured during the return journey. You must ensure that you take reasonable care of the Equipment.

If you have not returned the Equipment within 14 days of cancellation or when requested by us to do so, whichever occurs first, we can collect the Equipment from you at your cost.

2.9 We will file a copy of the concluded Agreement. It will be accessible on request from Entanet. If you are a consumer, we will acknowledge receipt of your order to the email address you have provided us with.

2.10 We subscribe to the following industry codes of conduct ISPA, ITSPA. Copies of these can be obtained at http://www.ispa.org.uk, http://www.itspa.org.uk

3. SERVICE PERIOD

3.1 We will activate the Services, as soon as possible following completion of the matters referred to in Clause 2.3 above.

3.2 Subject to Clause 3.3 or where otherwise specified in the Specific Terms and Conditions, and except where terminated or suspended in accordance with this Agreement, the Services will be provided for a Minimum Service Period of 30 days from the date of activation.

© Copyright Entanet International Ltd 2013

3.3 Subject to your right to cancel, if you are a consumer, as set out above unless otherwise terminated or suspended in accordance with this Agreement or amended in the contract of supply, the following Services shall be provided for a Minimum Service Period of 12 months (or above if stated on the order application form / online order application form) from the date of activation:

(a) SSL certificates;
(b) Domain name registration/transfer and hosting;
(c) Leased Lines, including Ethernet in the First Mile services;
(d) Entanet Wholesale Carrier Services (EWCS);
(e) Fibre To The Cabinet (FTTC) and Fibre To The Premises (FTTP);
(f) Private Wide Area Network (PWAN)
(g) The 'Dusk Till Dawn' broadband product;
(h) Local Loop Unbundled (LLU) products where a free activation/migration option is selected; and
(i) 3G SIM Service

3.4 On expiry of the periods referred to at Clauses 3.2 or 3.3 above (as appropriate) the Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement.

4. CHANGES

4.1 We aim to provide the Services for the relevant Service Period. However, we may have to modify, suspend, vary or discontinue the whole or any part of the Services (including, without limitation, any codes or access details or technical specifications associated with the Services) and will endeavour to give you as much notice as is reasonably practicable if we need to do so.

4.2 We may have to change the terms and conditions of the Agreement. Where this is necessary we will notify you in advance before the changes to the terms and conditions take effect, and publish details of all changes on http://www.enta.net/ before they take effect. We will communicate these changes at the same time via the email address stored on record for your connection. You are responsible for the maintenance of a correct and functioning email address.

4.3 We will endeavour to let you know about any change referred to in Clause 4.2 at least one month before it happens.

5. CONDITIONS OF USE

5.1 You agree that you will promptly provide us with all information that we may reasonably require in order to provide the Services and perform all of our other obligations under this agreement.

© Copyright Entanet International Ltd 2013

5.2 You agree that you will be responsible for all use of the Services and (unless, we have agreed to supply it as part of the Equipment) for providing a computer, modem, and all additional equipment and/or services (including, without limitation, a telephone line, if required), and for obtaining any permits and/or licences which are necessary for connecting to, and accessing, the Services. You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access the Services.

5.3 You are responsible for ensuring that the Services and/or Equipment are used in accordance with the Agreement. If you breach the Agreement we may, in our sole discretion, either:

(a) suspend or terminate this Agreement and/or any of the Services in whole or in part, for any period which we shall determine without notice or refund;
(b) make a reasonable additional charge to cover our costs incurred; or
(c) block access to any part of the Services.

5.4 If, while using the Services, you discover that another person is using the Services, and failing to do so in accordance with the Agreement, you must inform us immediately.

5.5 You agree that you will, at all times and for whatever purpose, use the Services and/or the Equipment in compliance with all Laws.

5.6 In addition to Clause 5.5, you agree that you will not use, and will take all necessary precautions to ensure that nobody else uses, the Services and/or the Equipment:

(a) fraudulently or in connection with any criminal offence;
(b) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
(c) to cause annoyance, inconvenience or anxiety;
(d) to "spam" or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
(e) in any way which, in our reasonable opinion, is or is likely to be detrimental to the provision of services to you or any of our customers, or to our business and/or reputation;
(f) in contravention of any licences or third party rights, or in contravention of our Acceptable Use Policies; or
(g) in a way that does not comply with any instructions provided to you.

5.7 You may use the Services to link to other networks world-wide, provided that you comply, at all times, with any policies and/or terms and conditions imposed by the operators of such other networks.

5.8 You agree that you will not perform or allow anyone else to perform any unauthorised IP or Port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.

© Copyright Entanet International Ltd 2013

5.9 You agree to:

(a) keep any records of your User Name(s) and/or Password(s) in separate places and take all necessary steps to ensure their security; and

(b) keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.

5.10 You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that your User Name(s) and/or Password(s) have become known to anyone else.

5.11 You agree that we may, from time to time, and, where possible, on giving you reasonable notice, suspend and/or change your User Name(s) and/or Password(s). You also agree that you will not change or attempt to change your User Name at any time.

5.12 Any managed hardware, and/or routers, which you purchase from us, will be tested by us and configured to meet your basic network and Internet specifications. We cannot support any alterations to the configuration of such Equipment and any such alterations will invalidate our support obligation (if any) relating to such Equipment.

5.13 Title to any Equipment, which we have agreed to sell to you, will remain with us unless and until you have paid all sums due to us in respect of such Equipment.

5.14 Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible either:-

(a) by telephone on 0333 101 0600;

(b) by e-mail sent to us at: support@enta.net ;

(c) online via http://www.enta.net; or

(d) to such other telephone number or email address or at such other Web site as we may notify to you from time to time for this purpose.

5.15 You agree that we may, at any time, scan any IP addresses allocated to you for anything which may affect the security of the Services (including open relays and/or open proxies or equivalent).

5.16 If, as part of the Services, you are provided with Web space to enable you to upload your own Web sites:

(a) You are responsible for (and will hold us harmless against) any and all costs, claims, losses, expenses, damages, awards, proceedings, demands and other liabilities (howsoever arising) in connection with any material that either you or anyone else puts on your Web site(s); and

(b) Your contact details must be clearly visible on your Web site(s) and updated as soon as possible after any change

5.17 Where we rent/hire equipment to you it will be our property at all times. You are responsible for making sure that our equipment is safe and used properly at all times, and

© Copyright Entanet International Ltd 2013

agree to follow the manufacturer's instructions and any other instructions we give to you. You agree that you are responsible for any loss, theft or damage to the equipment regardless of how it happens, and for arranging appropriate insurance to cover against this. Within 14 calendar days of service termination, the equipment must be returned in good working condition to our office at your cost and risk. If you fail to do so, we reserve the right to charge you for replacement of the equipment at the market rate current at the time of return. Payment for such charges must be received within 7 working days.

6. NAMES

6.1 In the event that we provide you with domain name services, the following provisions will apply:

(a) You confirm that you are the owner of, and/or that you have full rights to use, any trade (or other) name or mark, or any Name, requested by or allocated to you;

(b) We cannot guarantee that any Name requested by you will be available or approved for use;

(c) If we have reasonable grounds to believe that the use by you of any Name is or would be in breach of Clause 6.1(a) above, we may refuse to allocate or cease to provide you with the name, and ask you to choose a replacement; and

(d) Internet domain names are registered and/or provided to you in accordance with all terms and conditions issued by the regulatory body responsible for the maintenance of such domain names including, but not limited to, Nominet, Network Solutions and OpenSRS, copies of whose terms and conditions are available at:

(i) http://www.nominet.org.uk/nominet-terms and

(ii) http://www.networksolutions.com/en_US/legal/static-service-agreement.jhtml ; and

(iii) http://www.opensrs.com/docs/contracts/Services_Agreement_4.3.pdf

or such other Web sites as may replace the above Web sites from time to time.

6.2 You agree that all static IP addresses are allocated to you on a rental only basis and will remain our property at all times.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 If, in our opinion, the display of any material or information, provided by you, is or would be in breach of any rights (including Intellectual Property rights) in that material or information, we may refuse or terminate such display.

7.2 You agree that, all copying, redistribution or publication of any material or information subject to any rights (including Intellectual Property rights) of a third party will be carried out by you (or on your behalf) in accordance with all relevant laws.

7.3 You agree that you will not:

a) use the corporate marks of us or our suppliers or name or any element thereof either alone or in combination with another word or device mark, nor any other brand,

© Copyright Entanet International Ltd 2013

get up or trade mark of us or our suppliers, where such use constitutes or would constitute an infringement of our registered trade mark or common law trade mark rights; or

b) use or register or attempt to register as a trade mark, company name or domain name, anything that is identical to, similar to, or likely to be confused with any of our or our suppliers' corporate marks.

7.4 However, nothing in clause 7.3 prohibits you from making legitimate use of our name or any trade mark of ours whether in the form of factual statements or in accordance with Section 10(6) of the Trade Marks Act 1994, or in any other way which does not constitute an infringement of our registered or common law trade mark rights.

8. CHARGES

8.1 Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Price List and/or the Customer Application and/or the invoice relating to such Equipment and/or Services.

8.2 You shall pay the Charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Customer Application and/or the Price List and/or the invoice referred to at Clause 8.1 above. Where payment is not made in accordance with these terms, the Customer shall pay interest on any unpaid amounts calculated at 6% above Barclays Bank Plc's base rate for the time being in force calculated on a daily basis.

8.3 All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.

8.4 Where you are a Business User, with a 30 day credit account, we will send you a VAT invoice following completion of the provision of the Services. Where you are a Business User with no credit facility, we will send you a VAT receipt following receipt by us of your payment. Where you are not a Business User, a payment receipt will be sent to you upon your written request.

8.5 You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

8.6 If you use the Services and/or Equipment otherwise than in the course of a business, trade, profession or occupation, we may increase the amount payable by you for Services and/or Equipment by giving you one month's notice in writing. If you are a consumer, and this change is to your significant disadvantage, you may, within fourteen days of receipt of such notice, cancel this Agreement by notice to us in writing in accordance with the Minimum Cancellation Period. If you are a Business User, we may increase the amount payable by you for any Services and/or Equipment by giving you 14 days notice in writing.

© Copyright Entanet International Ltd 2013

9. LIABILITY

9.1 You agree that, in view of their nature, your use of the Services is at your sole risk. Whilst we will endeavour to ensure that the Services are of a high quality, neither we nor any of our agents, contractors, licensees, employees or information providers involved in providing the Services, give any guarantee that the Services will be uninterrupted or free from error. Where necessary for commercial, technical or other reasons:

(a) a network or service provider connected to the Services may suspend or terminate its connection to the Services; and

(b) the Services may suspend or terminate their connection to another network or service provider.

9.2 Although we will try to ensure the accuracy and quality of the Services, the Services are provided on an "as is basis" and:

(a) we do not accept responsibility for any use of or reliance on the Services or for any disruptions to or delay in the Services; and

(b) we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services.

Changes are periodically added to the information herein. No warranty, term or condition, express or implied, is offered by us and our third party suppliers in relation to the Services, except as expressly provided in this Agreement. You agree that any such suspension or termination referred to in Clause 9.1 above will not constitute a breach by us of the Agreement.

9.3 You further agree that we will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Services in accordance with Clause 2.5(a) above.

9.4 You acknowledge that the Internet is separate from the Services and that use of the Internet is at your own risk and subject to any applicable Laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a third party when using the Internet.

9.5 You also acknowledge that we may exercise editorial control over the content of our servers, but that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. Neither we, nor any of our agents, contractors, licensees, employees and information providers, involved in providing the Services, are able to control the content of the Internet. You, therefore, agree that we shall not be held responsible for the publication, transmission or reception of any defamatory material or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Services.

© Copyright Entanet International Ltd 2013

9.6 You agree and acknowledge:

(a) that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the Equipment and/or the Services and/or any other service provided to you under the Agreement;

(b) that we cannot adequately insure our potential liability to you; and

(c) that the sums payable by you under the Agreement have been calculated on the basis that we shall exclude liability in accordance with the Agreement.

9.7 In no circumstances whatsoever will we be liable to you (whether in contract, for breach of duty, negligence or otherwise) for

(a) where you are a business:

(i) loss of revenue;

(ii) loss of actual or anticipated profits (including loss of profits on contracts);

(iii) loss of the use of money;

(iv) loss of anticipated savings;

(v) loss of business;

(vi) loss of opportunity;

(vii) loss of goodwill;

(viii) loss of reputation;

(ix) loss or corruption of, or damage to, data, systems or programs; or

(x) any indirect or consequential loss or damage howsoever caused,

which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment; or

(b) where you are a consumer:

(i) loss of revenue;

(ii) loss of actual or anticipated profits;

(iii) loss of the use of money;

(iv) loss of anticipated savings;

(v) loss or corruption of, or damage to, data, systems or programs; or

(vi) any indirect or consequential loss or damage howsoever caused,

which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment

9.8 In any event:

(a) Our liability to you for any failure of the Services or other event in any Minimum Cancellation Notice Period shall not exceed the Charges payable in respect of such Minimum Cancellation Notice Period.

(b) Our aggregate liability to you of any sort (including for breach of contract and negligence) in connection with this Agreement shall not exceed the amount of Charges paid by you to us in accordance with this Agreement.

9.9 Nothing in this Agreement will limit our liability under Part I of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence, or:

(a) where you are a business:

© Copyright Entanet International Ltd 2013

(i) for liability under any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982;
(ii) for fraud or fraudulent misrepresentation; or
(iii) any other liability which cannot be excluded or limited by applicable law; or
(b) where you are a consumer:
(i) for liability under any breach of the obligations implied by s.12, s.13, s.14, or s.15 Sale of Goods Act 1979 or s.2 or s.13 Supply of Goods and Services Act 1982;
(ii) for fraud or fraudulent misrepresentation; or
(iii) any other liability which cannot be excluded or limited by applicable law,
and any statutory rights you may have as a consumer remain unaffected.

10. YOUR RESPONSIBILITIES

10.1 You agree that you will be responsible for and hold us and our agents, contractors, licensees, employees and information providers, involved in providing the Services and/or Equipment, harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by you of the terms of this Agreement, and from and against any claim brought by a third party alleging that the unauthorised use by you or modification by you of the Services and/or the Equipment, by you or under your Account, has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic) but excluding any liability which we face as a result of criminal prosecution.

10.2 You agree to pay all costs, damages, awards, fees (including legal fees), judgements and other sums awarded against, or agreed to be paid by, us in relation to such claims referred to at Clause 10.1 above. You further agree that you will, as soon as possible, notify us of, and forward to us all correspondence received by you in relation to, such claims.
10.3 You also agree that we shall have full authority to defend, compromise or settle such claims referred to at Clause 10.2 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.

10.4 You agree that you are entirely responsible for any form of automated dialling system which you have set up (including, but not limited to, the reliability of such system and any call costs which may be incurred as a result of its use).

10.5 You agree that the configuration of your internal network remains your responsibility. Any interruption to the Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by us of the Services.

10.6 You agree that any Equipment connected to or used with the Services will bear the European Consumer Equipment Standards "CE" mark. You will be responsible for ensuring that all such Equipment is technically compatible with the Services and is used in compliance with all relevant instructions and safety and security procedures.

© Copyright Entanet International Ltd 2013

11. SUSPENSION AND TERMINATION

11.1 You agree that we may suspend or terminate the Services and/or your Account and/or terminate the Agreement at any time, without prior notice or refund to you, and without affecting any of our accrued rights or claims, either:

(a) where we reasonably believe that the Services are being used in breach of Clauses 5.5, 5.6 or 5.8;

(b) for non-payment (when due) of the Charges or any other sum due from you under the Agreement or any other agreement with us;

(c) for any other material breach of the Agreement by you;

(d) where you have breached the Agreement in any other way on three or more occasions (and we have given you notice of the first two breaches);

(e) where you are or you become Insolvent or suffer any distress or execution or other legal process to be levied or enforced or sued upon or against any part of your property, assets or revenue and which is not discharged or stayed within 7 days, or you cease or threaten to cease to carry on business; or

(f) where, at any time, an agreed method of payment is unavailable for collection under this agreement.

You also agree that where this Agreement or your Account is terminated for your breach, the Services will automatically terminate.

11.2 If your communications network does not conform to the standards set out in Clause 5.6, to either our or any of our other customers' detriment we may, without prejudice to our other rights under Clauses 5.3 and 11.1, suspend your access to the Services until you have given a suitable undertaking as to use.

11.3 You acknowledge and agree that our resources, used in providing the Services, are limited and that any reckless or wasteful use of the Services by you may affect those resources and the services provided to our other customers. You agree that we may suspend or terminate your access to the Services where we decide, acting reasonably, that you are using the Services in a reckless or wasteful manner. You further agree that we may terminate your access to the Services where we decide, acting reasonably, that you are continuing to use the Services in a reckless or wasteful manner after having first been suspended and then reinstated.

11.4 You agree that, notwithstanding the provisions of Clauses 3 and 11.1 (but without affecting our other rights to terminate under this Agreement), we may terminate all or any of the Services at any time, on 14 days notice. Any refund that is due to you, will be made by us following the cancellation of the Service(s), and will be made direct to your credit card or bank account (notified to us for this purpose) by BACS transfer. Should you fail to provide suitable bank or credit card details to allow a refund to be made, you will lose the right to such refund, unless you are a consumer, in which case we will send you a cheque to the address stated on the Customer Application.

© Copyright Entanet International Ltd 2013

11.5 Any suspension of the Services by us in accordance with this Agreement will not constitute a termination of the Agreement and we may (where we have suspended the Services due to your breach of this Agreement) require you to pay a reconnection fee to recommence the Services together with the relevant Charges.

11.6 You may terminate all or any of the Services, at any time after the Minimum Service Period, subject to the Minimum Cancellation Notice Period. Should you wish to terminate a Service in accordance with this Clause, you must, give written notice to us in accordance with Clause 16. Where you terminate within the Minimum Service Period you will

a) if you are a business, be liable to pay the Charges due in respect of that Minimum Service Period; and

b) if you are a consumer, be liable to pay the Charges due in respect of that Minimum Service Period less any costs we save.

11.6c Where a broadband cease (termination) arises either as a cease request or as a consequence of a Migration Authorisation Code not being obtained and/or used in moving the service away from Entanet, a cease charge of £31.12 +vat will be applied, and any usage charges incurred after the termination date remain payable.

11.7 We may terminate all or any of the Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without our incurring any liability.

11.8 Unless otherwise stated in the Specific Terms and Conditions, the Minimum Cancellation Notice Period is 14 days (to expire at any time on or after the Minimum Service Period).

12. ASSIGNMENT

12.1 We may transfer, assign or sub-contract the whole or any part of our rights and obligations under the Agreement. You agree that you will not assign, sub-contract, sell, transfer, lease, licence or charge by way of security any of your rights or obligations under the Agreement. Breach of this restriction in any way (whether successful or not), will result in your Account being terminated.

13. PERSONAL DATA

13.1 You agree that both we and our employees may hold all names and other information in the Customer Application, in a computerised database, and that we will comply with the Data Protection Act 1998 (the “Act”) and associated legislation, in order to safeguard any personal data (as defined in the Act) which you pass to us, in accordance with the Privacy Policy.

© Copyright Entanet International Ltd 2013

13.2 You acknowledge that we may, from time to time, be required under regulations and/or legislation to co-operate with and/or disclose data to, government or other bodies and/or authorities.

14. FORCE MAJEURE

14.1 You agree that we shall not be liable for any and all losses, (including loss of data) damages, costs, claims and other liabilities which arise as a result of any delay or interruption in, or any non-delivery, or missed delivery or failure of the Equipment and/or Services due to circumstances beyond our reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government or other competent authorities, and acts or omissions of our suppliers) (a "Force Majeure Event"). In such circumstances, the time performing our obligations (including any delivery date stipulated in an order form) shall be extended by a period equal to any delay caused to us as a result of a Force Majeure Event, whether or not we have given notice to you of the occurrence of such Force Majeure Event.

14.2 Should any event, referred to at Clause 14.1 above, continue for more than 90 days, then either we or you may terminate the Agreement forthwith.

15. WAIVER

15.1 Neither failure nor delay by either you or us in exercising any of your or our rights under the Agreement shall amount to a waiver of any such right, or operate so as to bar the exercise or enforcement of such right at any time in the future.

16. NOTICES

16.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known email or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

16.2 Any notice or other information to be served by you on us in accordance with this Agreement will be validly sent if in writing and sent by either by recorded delivery post to our registered office or by email to cs@enta.net. Any notice sent by e-mail will be deemed served on the day that it is sent.

17. GENERAL

17.1 Subject to clause 17.5, this Agreement represents the entire agreement and understanding between you and us with regard to the supply of the Equipment and/or Services, to the exclusion of all prior agreements, arrangements and understandings. The

© Copyright Entanet International Ltd 2013

Agreement contains express promises and obligations on our part. You agree that any other term which might be implied or incorporated into the Agreement, by statute, at common law or otherwise, is excluded, to the fullest extent permitted by law.

17.2 Subject to clause 17.5, you acknowledge and agree that in entering into the Agreement you have not relied upon any oral or written representation, statement or understanding (whether negligently or innocently made) by any of our employees, agents, sub-contractors or representatives other than as expressly set out in the Agreement.

17.3 You further acknowledge and agree that you will have no remedy in respect of any untrue representation innocently or negligently made by us or any of our employees, agents, sub-contractors or representatives prior to entering into the Agreement upon which you may claim to have relied in entering into the Agreement whether such representation was made orally or in writing.

17.4 Subject to clause 17.5, the only remedy available to you for a breach by us of the Agreement shall be for breach of contract under the terms of the Agreement.

17.5 Nothing in the Agreement shall exclude or limit our liability for fraudulent misrepresentation.

17.6 The Agreement shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales. In the event that the Agreement is translated into any other language, the English language version shall prevail.

17.7 If any provision, clause or sub-clause of the Agreement is held by any competent authority to be void, voidable, illegal, invalid or otherwise unenforceable, but would be valid and/or enforceable if any part of such provision, clause or sub-clause were deleted or modified, then that provision, clause or sub-clause shall apply with such deletion or modification as may be necessary to make it valid and/or enforceable.

17.8 If any part of the Agreement or the application of it to any person shall, for any reason, be adjudged by a competent authority to be invalid, void, voidable, illegal or unenforceable such judgement shall not affect the remainder of the Agreement which shall continue in full force and effect.

17.9 References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.

17.10 A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

© Copyright Entanet International Ltd 2013

18. PARTNERS

18.1 Partners acting as Sales Agents will receive commissions upon receipt of a correct invoice under Entanet's standard payment terms. The Partners invoice must be submitted for payment within 12 months of the relevant End User invoice for payment to be due.

18.2 Partners acting as Wholesale Customers shall be responsible for billing the end user and liable for all debts incurred as part of the service supplied to the End User

18.3 In the event of an act of Insolvency Entanet reserve the right to transfer Customer relationships from the Partner to Entanet directly, thus making the End User a Direct Customer.

18.4 In the event that two consecutive outstanding invoices relating to a single service remain unpaid then Entanet reserve the right to transfer Customer relationships from the Partner to Entanet directly, thus making the End User a Direct Customer.

18.5 In the event that three or more invoices relating to a single service are paid greater than seven days late in any twelve month rolling period then Entanet reserve the right to transfer Customer relationships from the Partner to Entanet directly, thus making the End User a Direct Customer.

18.6 In all cases the Partner will remain liable for all debts incurred should either 18.3, 18.4 and 18.5 be invoked.

18.7 Entanet remains a Partner focused organisation and will only apply remedies 18.3, 18.4 and 18.5 if no other options are available after using reasonable endeavours to discuss potential options with the Partner.

18.8 You agree that that in relation to your dealings with End Users and/or potential End Users you will not:

a) represent yourself as us or our suppliers;
b) misrepresent your relationship with us or our suppliers;
c) misrepresent the nature and/or effect of your contracts with End Users;
d) in any other way pass off your business as being ours or represent that you are in any joint venture with us in the absence of explicit prior written consent from us.

19. DELIVERY

19.1 Delivery of the Equipment will be made to the address stated on the Customer Application. The Services will be activated at the address stated on the Customer Application.

19.2 We will use reasonable endeavours to deliver the Equipment or activate the Services within the time stated on the acknowledgement of order form. If, despite those endeavours, we are unable for any reason to fulfil any delivery or activation on or by the

© Copyright Entanet International Ltd 2013

specified date, we will not be deemed to be in breach of the Agreement, nor (for the avoidance of doubt) will we have any liability to you for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery or activation. Any delay in delivery or activation beyond the stated delivery date (or any extended delivery date under clause 14.1) will not entitle you to cancel the Agreement unless and until you have given 30 days' written notice to us requiring the delivery or activation to be made and we have not fulfilled the delivery or activation within that period. Such notice may not be given until after the stated delivery date (or any extended delivery date if applicable). If you cancel the Agreement in accordance with this clause then:

(a) we will refund to you any sums which you have paid to us in respect of that Agreement or part of the Agreement which has been cancelled; and
b) you will be under no liability to make any further payments in respect of that Agreement or part of the Agreement which has been cancelled.

19.3 Risk of damage to or loss of the Equipment will pass to you upon delivery.

19.4 Ownership of the Equipment will not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of the Equipment and delivery has occurred.

20 VOICE OVER IP ("VOIP") TELEPHONY SERVICES

20.1 Any order for VOIP telephony services which is accepted by the Company is conditional on you acknowledging that the service:

a) may not offer all the features or resilience you may expect from a conventional phone line: and
b) is not a Publicly Available Telephony Service (PATS) and as a result may sometimes be limited, unavailable or disrupted due to events beyond the Company's control e.g. power disruptions, failures or the quality of the broadband connection.

20.2 You agree when we provide Voice over IP telephony services that:

a) you are responsible for maintaining up to date location details on our VOIP portal for the use of the emergency services;
b) if you use the service outside the United Kingdom you may not be connected to United Kingdom emergency services when dialling 999 or 112;
c) emergency operators may not be able to identify your telephone number in order to call you back if the call either cannot be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the service is not operational for any reason, and emergency operators may also not be able to hold your line open in the event that you hang up;

© Copyright Entanet International Ltd 2013

d) you understand and accept that you should always have an alternative means of accessing 999 or 112 emergency services as your ability to make 999 or 112 emergency calls cannot be guaranteed and emergency calls may fail if there is a power failure or broadband connection failure;
e) you understand and accept that if we suspend or terminate the service you may not be able to dial 999 or 112.

Recent Revision History
Rev 9 – 04/05/2005 New format for T&C's
Rev 10 – 18/07/2005 Add 11.1 (f), change formatting errors for company number and support telephone number
Rev 11 - 16/03/06 Section 18 Partners added, 2.2 d and e added, 2.3 c added. Partner, End User, Direct Customer and location descriptions added
Rev 12 - 09/06/06 Section 18 Partners added 18.4, 18.5, 18.6, & 18.7
Rev 13 - 13/06/06 Support number change
Rev 14 - 10/06/08 Changed Nominet Link
Rev 15 – 01/07/09 Updated support telephone number
Rev 16 – 11/01/10 Addition of clause 11.6b regarding cease charges
Rev 17 -01/04/10 Change to cease charge within clause 11.6b
Rev 18 – 13/09/11 General review and amendments including addition of clause 19
Rev 19 – 07/12/11 Addition of clauses 3.3 h, i, and j.
Rev 20 – 10/05/12 Change to cease charge within clause 11.6b
Rev 21 – 10/08/12 Removal of clause 3.3 (d) SDSL, amendment to clauses 3.3 (i) and 3.3 (j) to change 'BE' to 'O2' and addition of clause 5.17.
Rev 22 – 28/01/13 Addition of clauses 7.3, 7.4, 18.8 & 20, changes to clauses 3.3, 3.3 (c), 3.3 (f), 3.3 (h), 3.3 (i), 14.1 & 19.2

© Copyright Entanet International Ltd 2013