

# Wynet Internet Services - Provision of Service Contract

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING START-UP SOFTWARE OR CONNECTING TO THE SERVICE. EITHER OF THESE ACTIONS WILL ACT AS ACCEPTANCE BY YOU OF THESE TERMS AND CONDITIONS.**

## 1. INTERPRETATION AND DEFINITIONS

1.1. In this contract the following terms shall have the respective meanings assigned to them (words in the plural include the singular and vice versa, and words in the masculine gender imply the feminine gender and vice versa.): "The Service" means any of the computer services provided by Wynet to the Subscriber; "Subscriber" means the person or group of people who receive the Service from Wynet under the terms of this contract; "ID" means the unique account identity issued to each Subscriber; "Terminal" means all equipment and software used by a Subscriber to receive the Service; "Charges" refers to money owed by the Subscriber for access or as a result of using any charged facility or service; "Wynet" means Wynet Ltd.

1.2. These terms and conditions are subject to the Laws of England and Wales and the Subscriber hereby submits to the exclusive jurisdiction of the English and Welsh Courts.

## 2. PROVISION OF WYENET SERVICE

2.1. The Service provided to the Subscriber shall be as specified to the Subscriber at the time of this contract.

2.2. While Wynet will strive to maintain the highest level of service, the Subscriber's access to the Service may occasionally be restricted to allow the reasonable implementation of new facilities and to allow data archival.

2.3. Any application or request made by the Subscriber to Wynet for any change in the Service must be made in writing (inc. e-mail)

2.4. Supply of the Service to the Subscriber shall be deemed to commence 24 hours after the despatch by Wynet of the Subscriber's ID and password, or immediately upon notification of the same by telephone or e-mail.

## 3. USE OF THE SERVICE

3.1. Unless otherwise agreed, use of the Service is limited to the Subscriber and members of his immediate family residing at the same address; and/or employees of the Subscriber at his principal place of business.

3.2. Unless otherwise agreed, any form of IP broadcasting or simultaneous access to the Service from multiple workstations on a network is specifically prohibited.

3.3. The Subscriber will not, nor permit any other person to, use the Service for disseminating or sending any data or message which may be or is considered illegal, offensive, abusive, indecent, threatening or of a damaging nature.

3.4. The Subscriber may not assign, sell, charge, or 'sub-let' his ID or right of access to the Service.

3.5. The Subscriber will not do, nor permit, any use of the Service, or any act of any description which might or will infringe any intellectual property rights, including but not limited to copyright and trademarks.

## 4. ACCESS TO THE SERVICE

4.1. Wynet will not be held responsible for the Subscriber's inability to access the Service due to incompatibility between the Subscriber's Terminal and any hardware or software used by Wynet.

4.2. The Subscriber will remain liable for any Charges for the Service if he is, or becomes, unable to access the Service at any time.

4.3. Wynet will not be held liable for any inability of the Subscriber to access the Service resulting from faults in any communications network not under the direct control of Wynet.

## 5. CHARGES FOR THE SERVICE

5.1. The Charges are payable by the Subscriber in advance and are not refundable, except where stated otherwise.

5.2. All Charges are quoted exclusive of value added tax unless stated otherwise.

5.3. The Subscriber will be responsible for all Charges notwithstanding unauthorized use of the Subscriber's ID by a third party.

5.4. Charges do not include charges for any communications services used to connect the Subscriber to the Service and the Subscriber must be aware that such charges will be for his own account.

5.5. Wynet reserves the right to make reasonable alterations to all or any of its Charges by giving notice on the Service at least 60 days prior to the revised Charges being levied against the Subscriber.

5.6. Wynet shall charge interest on any unpaid Charges at 2% pa. above the base rate of Midland Bank plc.

## 6. TERMINATION AND SUSPENSION OF SERVICE.

6.1.1. If a Subscriber:

- a) fails to pay all or part of any Charges or;
- b) is the subject of bankruptcy or insolvency proceedings;
- c) fails to comply with any part of this or any other contract with Wynet or;
- d) fails to conform with the Wynet Acceptable Use Policy (AUP); then

6.1.2. Wynet may (without prejudice to any other right or remedy): (a) suspend the Subscriber's access to the Service whilst the Subscriber continues to pay any outstanding Charges or; (b) after giving written notice, terminate the contract between the Subscriber and Wynet. In the case of 6.1.2 (b) any unused portion of the Charges will not be returned.

6.2. Wynet reserves the right to terminate the Subscriber's access to the whole or any part of the Service at any time and for any reason by giving written notice and returning any unused portions of the Subscriber's Charges.

6.3. The Subscriber may terminate his access to the Service by providing written notice, such notice will take effect at the end of the calendar month following the month in which the notice was received by Wynet; refunds for unused portions of the Charges will be entirely at the discretion of Wynet.

6.4. If for any reason the contract between the Subscriber and Wynet is terminated the Subscriber will remain liable for all outstanding Charges and this contract shall continue to apply to any data or text sent by the Subscriber for as long as it remains on the Service.

6.5. The Wynet Acceptable Usage Policy is available on request and/or as displayed on the Service.

## 7. LIMITATION OF LIABILITY

7.1. In no circumstances will Wynet be liable in contract, tort or otherwise for any direct or indirect loss of profits, savings or for any consequential or indirect loss whatsoever arising from the use by the Subscriber of the Service.

7.2. In any event Wynet's maximum liability shall not exceed the amount the Subscriber has paid in respect of the Service for the Subscription Period in which the incident or series of incidents occurred. For the purpose of this clause the "Subscription Period" shall mean, in the case of an Annual account, the relevant 12 month period, and in the case of a Monthly account, the relevant month.

7.3. The Subscriber shall indemnify and hold Wynet harmless from any claims, legal actions and expenses (including legal fees), relating to the Subscriber's suspected violation of any intellectual property right including but not limited to copyrights or trade marks.

7.4. In the event of any part of this agreement being held inapplicable or unreasonable, the remainder of the agreement shall remain in full force and any clause held inapplicable or unreasonable shall be enforced to the fullest extent possible.

7.5. Wynet undertakes no liability whatsoever for the accuracy or inaccuracy of any information contained within or obtained through any of its Services.

7.6. Wynet reserves the right, upon reasonable notice, to modify these terms and conditions by publishing the amended service contract on the Service.

## 8. SERVICE OF NOTICE

8.1. Any written document shall be deemed to be given or served by Wynet on the day it is posted to, or left at, the last address given by the Subscriber.

8.2. Any information published on the Service, including changes to Charges, shall be deemed to be given or served by Wynet on the day it is published.

8.3. Any written document shall be deemed to be served upon Wynet when it is received in a legible form by Wynet at its registered office or principal place of business.

## 9. RIGHTS RESERVED BY WYENET.

9.1. Wynet has a policy of continual growth and improvement of the Service and in pursuance of this policy Wynet therefore reserves the right to vary the nature of the Service from time to time.

## 10. ASSIGNMENT

10.1. Wynet reserves the right to assign this contract to any third party.

10.2. Unless otherwise agreed in writing the Subscriber shall not assign this contract to any third party.

## 11. FORCE MAJEURE

11.1. Wynet shall not be held liable for any breach of this contract caused by circumstances beyond its reasonable control.

11.2. In the event of war, proclamation of emergency or act of God, Wynet reserves the right to cease Service to the Subscriber with immediate effect.