

Minotaur IT Limited

Terms and Conditions

1. DEFINITIONS

In these Terms and Conditions the following words and phrases shall have the following meanings:

"Account" means the Customer's account with the Company for provision of the services.

"Agreement" means these Terms and Conditions of Supply, the Price List and any 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.

"Broadband" means the broadband service as described at <http://www.minotaur.it>

"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 Condition 9.

"Colocated Equipment" means equipment owned by the Customer hosted by us and/or located in our facilities.

"Company" means Minotaur I.T. Limited (Company Registration Number 5392223) with registered address of 1 St. Paul's Yard, Silver Street, Newport Pagnell, MK16 0EG.

"Company's Web site" means the Web site at <http://www.minotaur.it>, and references to "our Web site" shall be construed accordingly.

"Customer" means the person, group of persons or other entity who purchases (or enters into agreement to purchase) the equipment and/or services from the Company.

"Direct Customer" means a person or entity billed by Minotaur I.T. Limited.

"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 any goods agreed to be supplied by the Company to the Customer or at the Customer's request.

"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 if it commits any act of bankruptcy; 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.

"Intrusive Means" is the application of software or other means to extract information from a software component we deliver that is not part of its Provided Interface.

"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.

"Leased Equipment" means Equipment provided to the Customer on a lease arrangement for the duration of this Agreement.

"Location" means the point of delivery of Equipment and/or Services

"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 the Terms and Conditions of Supply and/or Specific Terms and Conditions.

"Minimum Service Period" means the minimum Service Period as set out in Conditions 4.2 and 4.3 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, electronic mailbox name or telephone numbers.

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

"Partner" means a customer who either acts as a sales agent or wholesale customer. The term Partner shall not be seen as the creation of a legal entity and liability and assets remain distinct between the two parties. A Partner shall be defined as acting as a wholesale customer if Equipment and/or Services supplied by the Company to any End User in their Account are billed to the End User by the Partner.

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

"Payment Method" means the method by which the Charges are to be paid.

"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.

"Provided Interface" means the behaviour the component is designed and intended to provide to you and that is covered by this Agreement.

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

"Service" means a service provided by the Company as described in the Company's Web Site or other literature, 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 provided to the Customer.

"Telephony Services" means the telephony services as described at <http://www.minotaur.it>

"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. APPLICATION OF TERMS

- 2.1** Subject to any variation under Condition 2.2, the Agreement shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document).
- 2.2** These conditions apply to all our supply of Equipment and/or Services and any variation to these conditions and any representations about the Equipment or Service shall have no effect unless expressly agreed in writing by a director of the Company. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Agreement.
- 2.3** 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.
- 2.4** Nothing in the Agreement shall exclude or limit our liability for fraudulent misrepresentation.
- 2.5** 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.
- 2.6** If any provision, Condition or sub-Condition 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, Condition or sub-Condition were deleted or modified, then that provision, Condition or sub-Condition shall apply with such deletion or modification as may be necessary to make it valid and/or enforceable.
- 2.7** 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.
- 2.8** References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.
- 2.9** 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.
- 2.10** Each purchase order or acceptance of a quotation for Equipment and/or Services by you from the Company shall be deemed to be an offer by you to buy Equipment and/or Services subject to the Agreement.
- 2.11** No order placed by you shall be deemed to be accepted by us until a written acknowledgement of order is issued by us or (if earlier) we deliver the Equipment or supply the Services to you.
- 2.12** You will ensure that the terms of your order and any applicable specification are complete and accurate.
- 2.13** Any quotation is given on the basis that no Agreement shall come into existence until we issue an acknowledgement of order to you.

3. SERVICES AND EQUIPMENT

- 3.1** We shall not be obliged to provide the Services and/or Equipment to you unless and until:
- (a) The order has been accepted in accordance with Condition 2.11; and
 - (b) We have received any initial Charges due from you in respect of the Services and/or Equipment. Acceptance of the Services and/or Equipment by you constitutes your acceptance of the terms and conditions of this agreement.
- 3.2** 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; and/or
 - (b) Give you instructions on how to use the Services. You agree to comply with any instructions we may give you in accordance with this Condition.
- 3.3** 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. You agree to meet reasonable requirements concerning the safety of people on your premises.
- 3.4** We may make software available to you under the Agreement. You undertake and agree that neither you nor anyone else will:
- (a) copy the software (in full or in part) unless allowed by Law;
 - (b) alter the software or use the software in a way not covered by this Agreement, including (but not limited to) the application of information gathered using Intrusive Means;
 - (c) reverse engineer the software, in which no part of the resulting system is itself copied from the original, but a resulting system is created from information gathered from the original using Intrusive Means; or
 - (d) attempt to circumvent any security measures in the software.
- 3.5** Where we make software available to you in order to access the Services, 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 into separate licence you agree to do so.
- 3.6** 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.
- 3.7** Any dates specified by us for delivery of Equipment and/or Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 3.8** If for any reason you fail to accept delivery of any of the Equipment when it is ready for delivery, or we are unable to deliver the Equipment on time because you have not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Equipment shall pass to you (including for loss or damage caused by our negligence);

- (b) the Equipment shall be deemed to have been delivered; and
- (c) we may store the Equipment until delivery, whereupon you will be liable for all related costs and expenses (including, without limitation, storage and insurance).

- 3.9** You agree to provide at the Delivery Point and at your expense adequate and appropriate equipment and manual labour for unloading the Equipment.
- 3.10** We may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Agreement.
- 3.11** Each instalment shall be a separate Agreement and no cancellation or termination of any one Agreement relating to an instalment will entitle you to repudiate or cancel any other Agreement or instalment.
- 3.12** Title to any Equipment which we have agreed to sell to you will remain with us unless and until you have paid:
- (a) all sums due to us in respect of such Equipment; and
 - (b) all other sums from you which are or which become due to us on any Agreement you hold with us.
- 3.13** Until title of the Equipment has passed to you, you will:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) store the Goods (at no cost to us) separately from all other goods belonging to you or any third party in such a way that they remain readily identifiable as our property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 - (d) maintain the Equipment in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you will produce the policy of insurance to us.
- 3.14** Colocated Equipment shall at all times be at the Customers risk. The Customer shall be responsible for insuring the Colocated Equipment against all risks (including risks to Equipment belonging to us and/or third parties).
- 3.15** Leased Equipment from us shall at all times remain our property.
- 3.16** You agree to maintain, at your expense, during the entire time this Agreement is in effect Comprehensive General Liability Insurance for any Leased Equipment supplied by us. On request you will produce the policy of insurance to us.

4. SERVICE PERIOD

- 4.1** We will activate the Services as soon as possible following completion of the matters referred to in Condition 3.1. Time shall not be of the essence for activation of the Services.
- 4.2** Subject to Condition 3.1 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.
- 4.3** Unless otherwise terminated or suspended in accordance with this Agreement or amended in the Agreement, the following Services shall be provided for a Minimum Service Period of 12 months from the date of activation:
- (a) SSL certificates
 - (b) Domain name registration/transfer and hosting
 - (c) Leased Lines
 - (d) SDSL

- 4.4** On expiry of the periods referred to in Conditions 4.2 or 4.3 above (as appropriate) the services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement.

5. CHANGES

- 5.1** 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.
- 5.2** We may, from time to time, change the terms and conditions of the Agreement. Where this is necessary we will publish details of such changes on our Web Site before they take effect. It is the Customer's responsibility to ensure they check our Web Site periodically.
- 5.3** If we have made a change to your significant disadvantage and you decide to terminate this Agreement early, you will not have to pay Charges in relation to the Services for the remainder of the Minimum Cancellation Notice Period.

6. CONDITIONS OF USE

- 6.1** 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.
- 6.2** 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 the necessary 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.
- 6.3** 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, at our sole discretion, either:
- (a) suspend or terminate this Agreement and/or any of the Services without notice or refund;
 - (b) make an additional charge; or
 - (c) block access to any part of the Services.
- 6.4** If, while using the Services, you discover that another person is failing to use the Services in accordance with the Agreement, you must inform us immediately.
- 6.5** You agree that you will, at all times and for whatever purpose, use the Services and/or the equipment in compliance with all Laws.
- 6.6** 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 opinion, is or is likely to be detrimental to the provision of services to you, to any of our customers, or to our business and/or reputation;
- (f) in contravention of any licences or third party rights;
- (g) in a way that does not comply with any instructions provided to you.

6.7 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.

6.8 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.

6.9 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;
- (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.

6.10 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.

6.11 You agree that we may, from time to time, 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.

6.12 Any managed Equipment 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.

6.13 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 01604 808708;
- (b) by e-mail sent to us at: support@minotaur.it;
- (c) to such other telephone number or email address as we may notify to you from time to time for this purpose.

6.14 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).

6.15 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.

6.16 If, as part of the Services, you are provided with one or more telephone numbers to enable you to receive calls, you must not use these numbers to operate calling card services without our prior written agreement.

7. NAMES

7.1 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 Condition 7.1(a) above, we may refuse to allocate or cease to provide you with the name, and ask you to choose a replacement.
- (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 their respective websites.

7.2 In the event of non-payment of the Charges under this Agreement for a period of 30 days or more past the invoice due date, you acknowledge that it shall be construed that title to and any rights granted under the Names have been transferred to us.

7.3 In the event that Condition 7.2 is invoked, we may (at our discretion):

- (a) cease to provide the Names to you;
- (b) make the Names we provide you with available to other Customers; and
- (c) rescind all your rights in respect of the Names.

7.4 You agree that all telephone numbers are allocated to you on a rental only basis and will remain our property at all times.

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

8. INTELLECTUAL PROPERTY RIGHTS

8.1 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.

8.2 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.

9. CHARGES

9.1 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 invoice relating to such equipment and/or Services.

9.2 Time for payment shall be of the essence.

9.3 You shall pay the Charges (without any set off or deduction of any kind) on either a monthly, quarterly, annual or ad-hoc basis as stated in the Price List and/or the invoice referred to in Condition 9.1 above.

9.4 Where the Charges are variable in nature (such as telephone calls and metered Broadband), you acknowledge responsibility for all Charges accrued through those services, whether authorized or unauthorized.

9.5 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.

- 9.6** You agree that you will notify us as soon as possible of any change in your Payment Method. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank (if applicable).
- 9.7** We may increase the amount payable by you for Services and/or Equipment by giving you 14 days notice in writing.
- 9.8** When we receive payments from you, they will be allocated against your oldest outstanding debt unless expressly agreed otherwise in writing by a Director of the Company.

10. LIABILITY

- 10.1** 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.
- 10.2** You agree that any such suspension or termination referred to above will not constitute a breach by us of the Agreement and that the Services are provided on an "as is" basis without guarantee of any kind.
- 10.3** 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 Condition 3.2(a) above.
- 10.4** 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.
- 10.5** You acknowledge that 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.
- 10.6** 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; and
 - (b) 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.
- 10.7** In no circumstances whatsoever will we be liable to you (whether in contract, or for breach of duty, or negligence or otherwise) for any indirect, incidental or special loss or damage or any loss of business or of contracts, profit, opportunity, goodwill, reputation, or anticipated savings, or for any loss or corruption of data which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment.
- 10.8** 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.

10.9 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.

11. YOUR RESPONSIBILITIES

- 11.1** 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 use 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.
- 11.2** 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 Condition 11.1 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.
- 11.3** You agree that we shall have full authority to defend, compromise or settle such claims referred to at Condition 11.2 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.
- 11.4** 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).
- 11.5** 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.
- 11.6** 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.

12. SUSPENSION AND TERMINATION

- 12.1** 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 Condition 6;
 - (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 two or more occasions;
 - (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. You also agree that where this Agreement or your Account is terminated for any reason the Services will automatically terminate.

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

- 12.2** Where the Services and/or your Account and/or the Agreement is/are terminated by us under Condition 12.1, we may, at our discretion:
- (a) make any Names provided to you available to other Customers (as detailed in Condition 7.2);
 - (b) arrange, at your expense, for the return of any Leased Equipment provided to you; and/or
 - (c) retain or dispose of any Colocated Equipment provided by you in settlement or part-settlement of any outstanding Charges. The value attributed to any Colocated Equipment is to be determined solely by us.
- 12.3** If your communications network does not conform to the standards set out in Clause 6.14, to either our or any of our other customers' detriment we may, without prejudice to our other rights under Conditions 6.3 and 12.1, suspend your access to the Services until you have given a suitable undertaking as to use.
- 12.4** 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.
- 12.5** You agree that, notwithstanding the provisions of Conditions 4 and 12.1 (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, and on repayment to you of a proportion of the Charges which reflects the period agreed for provision of the Service(s) which has yet to expire at the point of termination. 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 Payment Method (if possible) or bank account (notified to us for this purpose) by BACS transfer. Should you fail to provide such details to allow a refund to be made, you will lose the right to such refund.
- 12.6** Any suspension of the Services by us in accordance with this Agreement will not constitute a termination of the Agreement and we may require you to pay a reconnection fee to recommence the Services together with the relevant Charges.
- 12.7** 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 Condition you must give written notice to us in accordance with Condition 17. Where you terminate within the Minimum Service Period you will be liable to pay the Charges due in respect of that Minimum Service Period.
- 12.8** 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.
- 12.9** Unless otherwise stated in the Specific Terms and Conditions, the Minimum Cancellation Notice Period is 30 days (to expire at any time on or after the Minimum Service Period).

13. PARTNERS

- 13.1** Partners acting as sales agents will receive commissions upon receipt of a correct invoice under Minotaur I.T. Limited's standard payment terms.
- 13.2** 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.

- 13.3** In the event of an act of Insolvency we reserve the right to transfer End User relationships from the Partner to us directly, thus making the End User a Direct Customer.
- 13.4** In the event that two consecutive outstanding invoices relating to the Agreement, or any other Agreement with us remain unpaid then we reserve the right to transfer End User relationships from the Partner to us directly, thus making the End User a Direct Customer.
- 13.5** In the event that two or more invoices relating to the Agreement, or any other Agreement with the us, are paid greater than seven days late in any twelve month rolling period then we reserve the right to transfer End User relationships from the Partner to us directly, thus making the End User a Direct Customer.
- 13.6** In all cases the Partner will remain liable for all debts incurred should either 13.3, 13.4 or 13.5 be invoked.

14. ASSIGNMENT

- 14.1** 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.

15. PERSONAL DATA

- 15.1** You agree that both we and our employees may hold all names and other information in the Customer Application in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers to enable the provision and maintenance of the Equipment and/or Services.
- 15.2** If you request an IP assignment of /29 or larger we may add your contact details to the Reseaux IP Europeans [RIPE] database.
- 15.3** 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.

16. FORCE MAJEURE

- 16.1** 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 or any of our suppliers' 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).
- 16.2** Should any event, referred to at Condition 16.1 above, continue for more than 90 days, then either we or you may terminate the Agreement forthwith.

17. WAIVER

- 17.1** 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.

18. NOTICES

- 18.1** 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.
- 18.2** Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-Condition will only be deemed served if and when you have received a written acknowledgement from us.