

AMLINK LIMITED

TERMS AND CONDITIONS OF SERVICE

1. Interpretation

In these conditions the following expressions shall have the following meanings unless the context otherwise requires:

- "Amlink"** - Amlink Ltd. and / or any business owned or operated by Amlink Limited or the directors of Amlink Limited.
- "Charges"** - the charges made by Amlink for the provision of services and/or provision of hardware and consultancy services as determined by the memorandum and articles of association of Amlink Limited and Amlink Business Services Limited.
- "Charge Document"** - an invoice, order, engagement letter or application form
- "Conditions"** - the standard terms and conditions for the provision of the services or equipment by Amlink set out in this document, or otherwise agreed.
- "Contract"** - this agreement between the client and Amlink for the provision of the services or equipment. A contract will have been deemed to be agreed on payment of any fees raised by a charge document in part or in full, in the past or in the future.
- "Domain Name"** - the unique resource locator name allocated to the client and registered with the relevant authority under Amlink's control.
- "E-mail"** - electronic mail
- "Equipment"** - computer hardware and/or modems provided to the client by Amlink pursuant to this contract as listed in the charge document, or otherwise agreed.
- "Internet"** - a global communications network
- "Price List"** - a list of the charges payable by the subscriber which is annexed to a charge document, or otherwise agreed.
- "Services"** - the service(s) to be provided by Amlink for the client as stipulated by a charge document, or otherwise agreed, which shall include where relevant Domain name registration by Amlink for the client with the relevant registration body, the provision of telephone network facilities and appropriate levels of bandwidth, with the proviso that all services remain the property of Amlink.
- "Service Commencement Date"** - the date set out in the charge document, or otherwise agreed, for the commencement of the provision of the services.
- "Site"** - the premises of the client, details of which are set out in the charge document, where equipment or services will be supplied hereunder
- "Software"** - software purchased by the subscriber from Amlink.
- "Website"** - a computer program allowing subscribers and third parties access to, inter alia, data, information and web pages which are posted thereon by Amlink or the consumer, via a computer terminal, a telephone connection and the use of the Internet.
- "Webpages"** - pages of text or text and graphics, which appear or are accessible through Amlink's Website from time to time.
- Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, extended or extended at the relevant time.
- The headings in the conditions are for convenience only and shall not affect the interpretation of the contract.

2. Basis of the Contract

- The client and Amlink enter into the Contract subject to these conditions which shall govern the contract to the exclusion of any other terms and conditions.
- Amlink may vary the conditions or any conditions thereof at any time upon giving to the client not less than 30 days prior notice of any such change that Amlink shall have the right to vary any provisions of the conditions without giving notice to the subscriber where such change is necessary to comply with any statutory or insurance requirements coming into force after the date of this contract.
- Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Amlink shall be subject to correction without liability on the part of Amlink.

3. Supply of the Services, Equipment and software

- Amlink shall use all reasonable endeavours to provide the services, the equipment and the software to the client subject to the conditions from the service commencement date. Any changes or additions to the services to be provided or the equipment or the software to be supplied hereunder by Amlink or any part thereof must be agreed in writing by Amlink. In the event that there is to be any variation to the service commencement date Amlink shall notify the subscriber accordingly.
- The service shall be provided in accordance with Amlink's current brochure or other published literature relating to the service from time to time but subject in all cases to the conditions.
- Amlink may at any time, without notifying the client, make any changes to the services or the equipment supplied to clients which may be necessary to comply with any applicable safety or other statutory requirements, which are required by any third party licensor or which do not materially affect the nature or quality of the services.
- To the extent that it is able in law Amlink hereby grants to the client to whom software is supplied pursuant to the contract a non-exclusive, non-transferable licence to use the software in connection with the provision of the services for the duration of the contract, subject to the provisions of the following clauses. The subscriber shall not and shall ensure that software licensed pursuant to the conditions shall not:
 - reproduce the software save that each licensee shall be entitled to make one back-up copy of the software for security purposes only;
 - Modify, adapt, translate, reverse engineer, decompile or disassemble the software.
- The client expressly permits Amlink and its suppliers to use and store information relating to any client or to any calls routed through Amlink's network via the equipment or otherwise including, without limitation, information as to origin, destination, duration, route and time, for the purpose of collating statistics there from which will be of assistance to Amlink in its network and business planning, subject to the provisions of clause 10.
- The client shall use the services and the equipment strictly in accordance with any reasonable operating instructions issued by Amlink from time to time. Any damage of whatever caused to the equipment shall be repaired at the expense of the client.

4. Charges and payments

- The client shall where applicable pay the annual/monthly/quarterly fee element of the charges upon signing this contract and upon every periodic anniversary of this contract thereafter.
- If the client fails to pay any charges or other payments due under the contract, on the due date then, without prejudice to any other right or remedy available to Amlink, Amlink shall be entitled to charge the client interest (both before and after any judgement) on the amounts unpaid at the rate of 8 per cent per annum above the bank base rate from time to time until payment in full is made (in part or in full) of a month being treated as a full month for the purpose of calculating interest).

5. Additional services

Upon written request from the client, Amlink shall, within 14 days of the receipt by Amlink of such written request from the client, provide any additional services to the client which Amlink is at that time capable of providing and which appear in Amlink's current brochure at the prices set out therein subject always to Amlink's right to refuse to supply any such additional services if in its absolute discretion it decides not to accept any such request from the client for whatever reason.

6. Warranties

The client warrants that:

- all information contained within its website is accurate, true, up to date and reliable and is used by Amlink in connection with the provision of the services will not infringe the copyright or any other rights of what ever nature of any third party;
- it has obtained any and all necessary consents, authorisations or licences for the installation and use of the equipment at the site, and for the provision of the services by Amlink pursuant to this contract;
- it has the legal capacity to enter into this contract.
- The client shall indemnify and keep Amlink fully indemnified against any and all actions, claims, demands, liabilities, losses, damages, costs or expenses which may be brought against Amlink or which Amlink may suffer or incur as a direct or indirect consequence of any breach or non-performance of any of the warranties set out in this clause, including actions by the client (past or present) against Amlink. The client also agrees to pay all legal fees that Amlink incurs in an action against the client.
- Each party undertakes to the other that it will obtain and keep in force all requisite registrations under the data protection act 1998 ("DPA") throughout the term of this agreement in accordance with DPA and will comply at all times with provisions of the DPA.
- Amlink shall have the unconditional and irrevocable right to disclose the identity and address of the client to third parties in the event of any complaint being received by Amlink in the respect of the client's web-site or business, relating to any information of whatever nature contained thereon or the activities of any client.
- Amlink gives no warranty or guarantee to the client regarding the security of any part of the client's or Amlink's web-site or any data stored in connection with the same against unauthorised hacking or usage. In the event that the client discovers any such unauthorised hacking or usage it shall immediately notify Amlink of the same whereupon Amlink

undertakes to take all reasonable steps to prevent such activity, which shall, where necessary, include altering the proper authorities.

7. Internet/Web-site Content

- Where applicable the client shall be entirely and solely responsible for the content of its web-site, its web-pages and all parts thereof and any information held in connection with the web-site. Amlink will not monitor the contents of the client's web-site at any stage.
- The client shall virus check all software, data and files to be uploaded onto its web-site prior to the same being uploaded.
- The client shall not in any circumstances and at any time, use the client's web-site to do any of the following:
 - publish, post, distribute or disseminate defamatory, infringing, obscene, indecent, or any unlawful material or information;
 - threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
 - engage in illegal or unlawful activities through its web-site;
 - make available or upload files that contain software or other material, data or information not owned by or licensed to the subscriber;
 - make available or upload files that contain a virus or corrupt data;
 - falsify the true ownership of software or other material or information contained in a file that the subscriber makes available on its web-site;
 - set or fail to set in use by the subscriber of its web-site in a manner which is contrary to any applicable laws or regulations;
 - "Spam" or otherwise abuse any part of the network;
- Obtain access, through whatever means, to restricted areas of Amlink's network.
- Amlink shall have the right at any time to restrict the access of or to disconnect any client from its network in the event that it receives or becomes aware of any subscriber being in breach of any of the provisions of clause 7. Insofar as Amlink ever exercises the rights set out in this clause it will notify the client as soon as reasonably practicable in the circumstances and shall consult with the client about the possibility of re-connecting the client in due course, but for the avoidance of doubt Amlink shall not be under any obligation to reconnect any offending client.

8. Advertising

Amlink shall be entitled to use the client's name and any part of any web-site or files uploaded onto the web-site in relation to any promotional, databasing or advertising activities undertaken by Amlink.

9. Storage / usage

Storage space in addition to any which is included within the services and which is used by the client shall be charged to the client's account by Amlink at its current rates in force from time to time.

10. Regulatory requirements

The client shall have obtained all necessary consents, licenses and authorities for the purposes of entering into this contract and hereby warrants that it will, at all times during the currency of the contract, comply with all regulatory requirements relating to the activities it is conducting through its web-site including, without limitation any licence required to be granted pursuant to the Data Protection Act 1984.

11. Ownership

For the avoidance of doubt:

- all equipment provided at the site and not paid for by the client;
- all software provided and licensed pursuant to this contract and not purchased by the client;
- copyright in all documents, drawings and information including, if applicable, any access codes supplied pursuant to this contract and;
- information contained within Amlink's on-line database, accessible to the client, shall remain at all times the property of Amlink or the licensor, in the case of software.
- The domain name of each subscriber unless otherwise agreed in writing on Amlink's letter-headed paper, registered by Amlink remain the property of Amlink Limited. No transfers to other ISPs are permitted.
- All paperwork, computer data and working papers are the property of Amlink Limited and are not transferable without agreed compensation.

12. Maintenance

- Amlink shall be entitled without incurring any liability to the client to suspend the provision of the services, subject to the provisions of this clause, in the event that it wishes to carry out routine maintenance or upgrading work.
- Amlink undertakes where reasonably practicable to consult with the client by means of E-mail to agree upon the most appropriate time for conducting maintenance or upgrading works pursuant to the provisions of this clause.
- Where services are withdrawn by a third party which affect the services provided to the client Amlink Limited will not be held liable and the client agrees to continue to pay the agreed fees until the end of the agreed contract.

13. Technical and Professional Support

- Amlink shall provide, at no extra cost to the client, a telephone technical help desk facilities, during working hours.
- Amlink shall bear no liability to clients in respect of any advice given.

14. Fault procedure

- In the event that the client detects any fault that affects the service provided by Amlink it must report the fault to Amlink as soon as possible after detecting the same.
In the event that Amlink detects a fault which affects its provision of the services it will alert the client as soon as reasonably practicable upon detecting the same.
In the event of a fault being reported pursuant to this clause Amlink undertakes to:
 - Keep a record of all such reported fault; and
 - Use all reasonable endeavours to remedy such reported fault within a reasonable time of said fault being reported.
- Amlink may in its absolute discretion offer a credit to the client for any failure suffered as a consequence of a fault which Amlink determines was a consequence of a failure in Amlink's network or services, the equipment or by any unauthorised delay in rectifying any such fault, subject always to the provisions of Clauses 12 and 16, and such credits, once determined by Amlink to be payable, will be made, by way of credit note appearing on the following month's invoice issued by Amlink to the client.

15. Limitation of Liability.

- Amlink will use all reasonable endeavours to ensure that the Services are provided where possible, uninterrupted and error free. However, Amlink does not give any warranty, guarantee or other form as to their quality, fitness for purpose or otherwise and expressly excludes any implied warranty, term, guarantee or condition in relation thereto.
- Amlink undertakes to use all reasonable means available to it to safeguard any of the client's data stored by it in connection with the provision of Services via its Web-site or otherwise.
- Except in respect of death or personal injury caused by Amlink's negligence, or as expressly provided in these conditions, Amlink shall not be liable to the client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty of common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Amlink or otherwise) which arise out of or in connection with the provision of the Services, the supply of the Equipment or their use by the client.
- The client hereby indemnifies and keeps Amlink indemnified from and against any and all actions, liabilities, demands, charges, claims, proceedings, damages, losses, costs and expenses whatsoever (including reasonable legal fee or any settlements monies paid by Amlink as a result of settling any claim upon counsel's advice) brought against Amlink or which may be suffered or incurred by Amlink in connection with the provision by Amlink of the Services, the use by the client or any other third party of the client's Web-site or information.
- Amlink shall inform the client in the event of any claim being made or threatened against it and will allow the client, at its own expense, to participate in the defence of any such claim subject always to Amlink withdrawing such right if in its view the client's conduct is, in Amlink's opinion, prejudicial to the outcome of such proceedings.
- Insofar as the client is dealing as a consumer as which term is defined in the Unfair Contract Terms Act 1977, then nothing in the Conditions shall affect the consumer's statutory rights.
- Amlink reserves the right to undertake normal system back-up at any time but shall not be liable to the client in any respect insofar as any such back-up fails to operate correctly.

16. Force Majeure

Amlink shall not be liable to the client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of Amlink's obligations under the Contract, if the

delay or failure was due to any cause beyond Amlink's reasonable control including, without limitation, any disruption to the Services caused by the failure or otherwise of any other internet service provider's network.

17. Termination.

- Notwithstanding any other rights Amlink may have the Contract Amlink may terminate the Contract forthwith in the event that:
 - the client consents a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors; or
 - the client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - the client is a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the client; or
 - a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the client; or
 - a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the client or the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
 - a bankruptcy petition is presented against the client or the client has a bankruptcy order or an interim order made against it under the Insolvency Act for the time being in force or (in Scotland) becomes a bankrupt or is sequestrated; or
 - the client ceases, or threatens to cease, to carry on business; or
 - any attachment order is made against the client or any distress, diligence, execution or other legal process is levied on any property of the client; or
 - the client fails in any respect to comply with conditions; or
 - Amlink receives any complaint about the client's web-site operated by Amlink Limited or any material, data or information contained or displayed thereon; or
 - the client is in breach or any of the provisions of Clause 7 which breach shall not have been remedied within 48 hours of receipt of a written request from Amlink to remedy the same;
 - the client has not made payment of such parts of the Charges as have at that time become due and owing which payment has not been made within 14 days of receipt of a written demand from Amlink to make such payment;
 - the client has not made payment to any of the Amlink companies (Amlink Limited & Amlink Business Services Limited and associated companies) within 30 days of the invoice date and after having been given notice that there is a default. In such an event Amlink reserve the right to post a notice on the home page of the web-site concerned dealing reserves for the suspension of any Amlink operated web site.
 - Amlink reserves the right to charge 8% per annum above bank base rate on all amounts past due and make charges of £25 for any recalled funds transactions.
 - Amlink's licence granted under any Act is revoked or not renewed for whatever reason; or
 - Amlink reasonably apprehends that any of the events mentioned above is about to occur and notifies the subscriber accordingly.
- Either party shall have the right to terminate the Contract forthwith in the event that the other party commits any material breach of the Contract and which, in the case of a breach capable of being remedied, shall not have been remedied within 30 days of a written request by the other party to remedy the same.
- In the event of the termination of the Contract by Amlink pursuant to Clause 17 the subscriber shall not be entitled to a refund of any portion of the then paid-up Charges which remain unused and such monies shall be forfeited by the subscriber and shall thereafter become the property of Amlink.
- In the event of the termination of the Contract for whatever reason Amlink may, in its absolute discretion post a redirection of a Web-site to another uniform resource locator should the client wish this to be the case.

18. Consequences of Termination.

In the event of the termination of this Agreement for whatever reason the subscriber shall:

- cease forthwith to use the Services;
- allow access to the Site to Amlink for the purpose of repossessing the Equipment not returned and paid for by the client;
- return all copies of the Software not purchased and paid for by the client;

19. General Provisions

- Neither Amlink nor the subscriber will disclose to any other third party any matters pertaining to confidential matters relating to the other without the consent of the other which consent shall not be unreasonably withheld or delayed, save as it otherwise permitted pursuant to the Contract.
- Amlink may assign the benefit of the Contract to any holding company, subsidiary company or associated company, as defined in section 736 Companies Act 1985.
- The client shall not assign the benefit of the Contract without the prior consent of Amlink.
- The contract and the charge document and any schedules and documents expressly referred to herein constitute the entire agreement between Amlink and the client.
- Any notice required or permitted to be given by either party to the other under these conditions may be given by E-Mail, by general posting on either party's home page or by conventional mail at the relevant addresses provided to each other hereunder. Any such notice sent by E-Mail shall be deemed served upon receipt by the party posting the same of an acknowledgement of posting, and if posted using conventional mail, 48 hours after posting.
- No waiver by Amlink of any breach of any provision of the Contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- If any provisions of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- Both parties acknowledge that no joint venture, partnership, employment or agency relationship exists between them as a result of this Contract or otherwise.
- Where two or more persons or bodies corporate are stated to be the client each of those persons or bodies corporate, as the case may be, shall be jointly and severally liable for the performance of the obligations of the subscriber set out in the Contract.
- The Contract shall be governed by English law and the subscriber agrees to submit to the non-exclusive jurisdiction of the English courts.

20. Specific Provisions

- The client agrees to subscribe to the service for the minimum contract period as specified in the charge document. On a request from the client or otherwise, to discontinue the service within the minimum contract period Amlink will be entitled to continue to collect the periodic subscriptions until the end of the minimum contract period.
- Where the minimum period has been completed and notification of termination has not been received 28 days before the end of the minimum contract the contract shall be extended for a further two years.
- Amlink will make every attempt to provide the domain name requested by the client, however, Amlink reserves the right to provide an alternative domain name without consulting the client if that domain name is in-use or may cause offence to or legal action from third parties.
- The client may not use their web-site to engage in business activities in competition with Amlink without written consent. The current activities of Amlink are :
 - manufacture of computer systems and supply of related computer components and peripherals;
 - supply of accountancy services (not including audits and taxation advice)
 - Supply of internet services or web design
 - Supply of business administration services including the formation of limited companies, typing, audio typing, brochure mastering.
 - Supply of custom software retailing for more than £500 written in a visual language.
- Overriding all other clauses the user agrees to give Amlink 6 months written notice of their wish to discontinue their services with Amlink.
- Payment. All payments are taken in advance of using any service. Invoices will not be issued for monthly subscriptions unless requested. If you wish to receive a monthly invoice there is an additional cost of 50p plus VAT per month payable.