

# Terms and Conditions of Business

## Terms and Conditions for Satellite Broadband Services supplied by Internet Anywhere Ltd

This Agreement applies to all transactions with Internet Anywhere (which is a trading style of Europasat Ltd) By using our website and subsequently, our Services, you hereby agree to and accept the following terms and conditions in full.

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### 1. DEFINITION

- a. In this document, these words have the following meanings:
- b. "We", "we", "Our", "our", "Us" and "us" refers to Internet Anywhere which is a trading style of Europasat Ltd
- c. "You", "you", "Your", "your", "Yourself" and "yourself" refers to you, the customer; separately both you and us maybe referred to as a "Party", together we are referred to as the "Parties"
- d. "Agreement" refers to the contract between you and us including these terms and conditions and the contents of any corresponding order form or registration form;

- e. "Cancellation Notice" is a written instruction from you requesting us to terminate this Agreement and received by us within 7 days of you receiving your Equipment, your installation being completed or us activating your Services. Such written instruction should be made in accordance with section 11(a)
- f. "Charge(s)" refers to any sums that are payable by you for the Services calculated on the basis of any and all rates, prices and any other charges set out in our current published prices or otherwise notified to or accessible by you;
- g. "Competent Authority" means the Independent Regulator and Competition Authority for UK Communications Industries ("Ofcom"), any successor organisation or any other Government Department or regulatory body including without limitation any Emergency Services Organisation;
- h. "Customer Equipment" means any hardware or apparatus (not being Equipment) provided and used by you in order to use the Services;
- i. "Cooling off Period" shall have the meaning set out in Clause 11;
- j. "Downgrade Fee" is a one-time payment made each time that you ask us to move your Service level from a higher grade to a lower grade, limited to one request per month;
- k. "Equipment" includes, but is not limited to :
  - l. The satellite transceiver, dish and VSAT modem; and
  - m. Any upgrades to these items where an Equipment upgrade has been supplied to you; and
  - n. The items of hardware and software otherwise covered under this Agreement; and
  - o. Any other items with which we make available to you to use or receive any of the Services;
- p. "Due Date" is the date on which any particular Charge should be paid, meaning that we have received cleared payment from you;
- q. "Network Quality Policy" or "NQP" means the application and measurement of data usage thresholds applied to each level of Service to ensure fair and acceptable use of the network.
- r. "Group Company" denotes any parent, holding, associated or subsidiary company of Satellite Solutions Worldwide Ltd and any subsidiary of any such holding company as may exist from time to time;
- s. "Installer" is the person or team that we select to install and commission the Equipment if you select us to install your Equipment;

- t. "IP Address" usually denotes a dynamically assigned TCP/IP (Transmission Control Protocol/Internet Protocol) address provisionally assigned by us to you to enable the Services to be provided unless the Service purchased by you is specifically provided with one or more fixed IP addresses;
- u. "Latency" is the time taken for a signal to pass to or from your Customer Equipment to the Satellite Provider's physical network.
- v. "Licence" means any licence or authorisation required by law and granted to us to provide the Services by Ofcom or any other relevant licensing organisation in the country in which we provide the Services to you;
- w. "Minimum Period" has the meaning set out in Section 2 ;
- x. "Monthly (or Periodic) Service Charges" means those Charges, recurring or otherwise, that are invoiced before, during or after the month or period in which the Services were provided or Charges chargeable.
- y. "Order" is the act by you requesting Services from us either through our website, by telephone, in person, in writing or any other method deemed acceptable to us;
- z. "Package" denotes the combination of Services selected by you from our range of Services;
- aa. "Professional Installation" means the delivery, installation and demonstration of the Services and Equipment to you by our Installers;
- bb. "Published Prices" means any pricing information published by us from time to time on our websites or in other documentation provided to you, which includes the prices and rates for the Services and Equipment we offer including the usage rates for the Services and any and all other additional Charges;
- cc. "Satellite Broadband Service" means the service that allows you to access the internet (and any ancillary services such as television and telephone, collectively known as the Services) via satellite.
- dd. "Satellite Provider" means the organisation that ultimately owns or controls the satellite that we use to provide you with the Services including any associated physical networks used in order to provide the Services;
- ee. "Service(s)", any services accessible over the internet via the Satellite Broadband Services and any other services used by you and provided by us including services accessed using our Equipment to include, but not limited to telephone and VoIP services, television streaming media and wireless services;
- ff. "Software" means all proprietary software supplied by us to enable you to use the Services.

- gg. "VSAT equipment" is specifically the satellite modem, LNB (TRIA or transceiver) and other associated electronic components but specifically excluding the satellite dish
- hh. "Upfront Charges" means the one-off payment required as an integral part of your Order that covers the setting up of your account, any connection and account set-up charges, delivery of your Equipment (either via our Installer or through a third party), installation charges, other items or hardware chosen by you with your Order, initial Monthly (or Periodic) Charges and deposits and any other Charges notified by us and accepted by you through your order.
- ii. "Volume Booster Option" means the purchase of extra-volume traffic allowance by you from us.
- jj. "Working Day" means all days other than Saturdays, Sundays Public & Bank holidays in the country in which you use the Equipment.

## **2. THE AGREEMENT**

- a. The purpose of this Agreement is to set out the terms and conditions under which we will provide the Services and Equipment to you.
- b. This Agreement constitutes a legally valid and binding obligation on each Party and by Ordering the Equipment and Services, you confirm that you are authorised to enter into this Agreement.
- c. This Agreement begins at the point that you confirm to us via telephone, online or in writing that you wish to Order Services and/or Equipment from us. In placing your Order, this includes your Agreement to make the full payment of the agreed Upfront Charges in a manner acceptable to us including Debit/Credit card, BACS or similar direct bank to bank transfer.
- d. We reserve the right to carry out a credit check on you and to disclose information regarding your payment history to any credit agencies that we choose to do so. We may at our sole discretion reject your Order for some or all of the Services without any liability or responsibility to provide such reason to you. We may inform you of this rejection up to fourteen days from receipt of Order. Any such rejection will include a prompt refund of any monies paid by you in relation to the rejected Services.
- e. Where we agree to your request for Services, we will endeavour to arrange to connect you to the Satellite Broadband Service as soon as is reasonably practical for us, taking into account our existing installation commitments and opportunities to coordinate installations on a regional basis.
- f. If you select our Installers to conduct a full Professional Installation, they will undertake the activation of the Services and the suitable connection of your primary computer. When we have established suitable proof of connectivity, we require that you complete the authorisation and signature of our Customer Completion and

Acceptance form whilst our Installer is still with you. In the event that you fail to complete these documents or they are not received by us for any reason, you are deemed to accept these documents as appendices to this Agreement and any other documentation that we have provided to you in relation to the Services and for the Equipment when the Equipment is used to enjoy the Services, for example, when the Internet is first accessed.

- g. The standard durations of this Agreement will be either for:
1. A minimum period of 12 months when you have purchased a Internet Anywhere home service and bought the equipment outright.
  2. A minimum period of 24 months when you order the services and your equipment is provided under Tooway Contract Rental setup. A minimum of 36 months under the SES Rental option.
  3. Under the SES Rental option there is a minimum 36 month commitment. Ownership and title of the rental hardware remains with Internet Anywhere Ltd in perpetuity. You agree to return the hardware in a working condition at the end of the rental period, which is understood to be no less than 36 months duration.

(We may specify a different, bespoke period for short term rental and complex jobs, if we both agree to this and this accepted by us in writing at the time of your Order). At the end of the period you will be entitled to terminate the Service by giving 30 days written notice to us (further details about leaving the service are set out in Section 10 – Ending this Agreement).

- h. You have the right to cancel this Agreement at any time up to fourteen (14) days after your when your equipment is delivered (this is sometimes referred to as a "Cooling-Off Period") by giving us notice in writing (your Cancellation Notice) during this period. If you exercise the right of cancellation during the Cooling Off Period, you remain liable for any Charges properly incurred by you up to and including the date of disconnection together with the cost of returning the Equipment to us. See Section 11 for more details.
- i. This Agreement can otherwise only be terminated during the Minimum Period at our sole discretion. In the event that you require us to terminate the Services prior to the end of the Minimum Period, you agree that we are able to charge you for all relevant Charges which would have been payable by you up to the end of the Minimum Period. If you want to terminate this Agreement after the Minimum Period, one month's written notice is required and that notice period shall commence at the end of the month in which we acknowledge receipt of your termination request.

### **3. PROVISION OF SERVICES**

- a. We shall provide and you shall use the Services, and Equipment, subject to the terms of this Agreement, acceptance of which is acknowledged upon the earlier of your ordering of the Services, the completion of the installation or the use of the Services.
- b. We will provide the Services to you from the date we activate them and will continue to do so unless this Agreement is terminated properly.
- c. By way of use of the Services, you acknowledge that our Services are recognised as that of a "mere conduit" as we do not have any impact upon information carried by our Services over the Internet. You therefore represent, warrant and undertake that all information originated, carried and/or routed by and/on your behalf over our Services is your total responsibility.
- d. All consumer broadband services, from all broadband ISP's (ours included) make use of pure bandwidth sharing to bring fast broadband to the end user for an affordable cost. What this means is the exact bandwidth and "speed" you experience over any broadband connection will vary depending on how many users there are live on the network at that time, as well as the overall busyness of the public internet.
- e. In supplying the Services to you we will use reasonable skill and care but are unable to guarantee fault free performance. We do not warrant that the operation of the Services will be uninterrupted, timely, error free or secure or that the Services will meet any of your specific requirements. You acknowledge that we cannot be held responsible for unforeseen interruptions, non-availability from outages or deterioration of the Services that occur which are entirely out of our control.
- f. The Service is provided with certain performance expectations. For example, the end-to-end service availability rate target is 99.5% measured over a rolling 12 months period for each spot beam (also known as the "Annual Availability rate"). More details of our current technical service levels will be found through our website. The Annual Availability rate excludes interruptions of or degradations in service provision resulting directly or indirectly from atmospheric or extra- atmospheric disturbances (solar storms or solar flares, meteorites, temporary adverse weather conditions etc.), operations of preventive maintenance carried out after we have informed you of the interruption, downtimes caused by system hardware and software upgrades when coordinated with you and/or earth station outages (of a few minutes per day over a period of up to five days maximum, generally in March and October). We will endeavour to provide you with five (5) days notice of any such planned service interruptions where practical and we will also include such information on our website.
- g. If a fault occurs you should notify us at the earliest opportunity. If you are unable to access the Services, you remain liable to pay all Charges that would otherwise apply.
- h. We have the right to change or suspend the Services where we reasonably determine that any technical modification to the Network or change in our trading,

operating or business practices or policy is necessary to maintain or improve the Services which we provide to you, including, but not limited to:

1. changing the code or technical specifications of the Services for operational reasons including quality of service;
  2. interrupting or suspending the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of other operational reasons;
  3. giving instructions to you which we believe are necessary for health or safety or for the quality of the Services provided to you or to other consumers;
  4. where there is any change or amendment to any law or regulation which applies to our trading, operating or business practices or policy or the Independent Regulator and Competition Authority for UK Communications Industries (Ofcom) or any other Competent Authority makes any direction or order recommending or requiring any technical modifications or changes in our trading, operating or business practices or policy;
  5. in our reasonable opinion it is otherwise necessary or desirable to do so.
- i. Where practicable, we will contact you prior to the changes being introduced. We will also publish particulars of any changes (including the relevant dates) through our website as soon as reasonably practical, prior to the changes being introduced.
  - j. We are not responsible if you are unable to access the Services due to the fact that your apparatus or equipment is incompatible with the Services provided, or does not conform to any minimum specifications specified by us. It is your responsibility to ensure your equipment is maintained and in working order in accordance with these minimum specifications. We shall not be held liable for any pre-existing defect on, or incompatibility with, your computer hardware or software. We may from time to time alter the minimum specification required to access the Services. Any such notices will be published on our website
  - k. In order to get the best performance from your Equipment and Services we recommend the following minimum specification requirements:  
Windows 2000 or higher (including Windows XP, VISTA and Windows 7) or Mac OS 10.X or higher.  
Network capability (10/100 Ethernet pre-equipped).
  - l. If you change address at which you require the Services, we will endeavour, but will be under no obligation, to provide you with the Services at your new address. You will still be liable to pay the applicable Charges in relation to the Minimum Period. You must give us at least 30 days' notice if you want us to relocate your Service to your new address. Where we agree to provide the Services to your new address, you shall pay us the applicable charges for the de-installation and re-installation of your Equipment that we will quote for you on receipt of your written transfer request. The

new rules relating to varying VAT rates across Europe mean that if you pay VAT, the element of VAT that relates to your monthly airtime tariff may vary if you move your satellite broadband terminal from one country to another.

- m. We will use reasonable endeavours to maintain the stated levels of service availability. However, there may be factors we cannot reasonably control such as the temporary adverse weather conditions or a failure on the part of a third party operator, for example the Satellite Operator. In these circumstances, we or anyone connected to us acting as our agents shall have no liability. We do not take responsibility for access to third party websites and/or servers.
- n. Where we offer services that have unlimited data consumption (like the Tooway MAX) this does not mean that these tariffs are free from network management protocols which are in place to manage excessive or above average data consumption. All our products (unless they are specifically noted as uncontended or dedicated bandwidth like NewsSpotter) have systems in place to ensure that at times of peak network activity users who consume substantially more network resource than the majority may have their connection throttled or slowed down. This is common to all broadband services both terrestrial and those operating via satellite. Also at peak times, certain types of resource heavy traffic maybe assigned a lower priority on the network. This is purely a method of us ensuring that we offer a **good quality and fair user experience to all types of users**, and that a small number of the very heaviest users on the network, don't severely impact on the product experience of the very light or average users.
- o. **Tooway Extra.** The Eutelsat Gen 14 Tooway Extra tariff is a hybrid airtime tariff aimed at giving the customer access to uncapped browsing and email. However, to ensure that a good quality service is maintained across the network at all times, certain restrictions apply. The Tooway Extra data allowance works like this: Video, streamed content (like audio) or very large file transfers of 10 MB or over (including email attachments) are prioritised up to overall monthly usage of 40 GB, and subject to traffic management on usage between 40 GB and 100 GB, particularly during the peak hours of between 5.00 pm and midnight. Above 100 GB, only email and internet browsing traffic is prioritised. However, once you've consumed over 40 GB in your data month, email attachments and large file transfers will be blocked during peak hours. **Tooway Extra customers are not able to buy online Volume Booster's** like Tooway 2, 10, 25 and 40 Customers. So on the Tooway Extra tariff, once your 100 GB per month data allowance is consumed, your service will be throttled to browsing and email only (no streaming or video) until your next month reset date.

However, Tooway Extra does include **UNLIMITED data off-peak (0.00 am [midnight] to 6.00 am local time)** great for scheduling big software upgrades or downloading video.

Tooway Extra is not suitable for commercial internet connectivity or for supporting large numbers of heavy users for instance in an internet café. Customers detected sharing a Tooway Extra service for profit maybe throttled or have their account suspended.

- p. If at any time in the minimum contract period you get the ability to connect to fibre optic broadband at the premises where your satellite based broadband is installed, either via Fibre To The Premises (FTTP) or Fibre To The Cabinet (FTTC), you can simply return the complete satellite broadband system (along with all parts in working order) at your own cost & we'll happily release you from your contract. Please contact us in advance of sending your kit back so we can issue an RMA number (Returned Merchandise Authorisation) and explain the process.
- q. **Tooway 25 Offer November 2015.** This offer is limited and only to new purchased or rented Tooway systems activated on the Tooway 25 tariff during the eligible period. You will be billed the reduced monthly airtime rate equivalent to Tooway 10 for a period of 6 months. From month 7 onwards the airtime amount will revert to the standard Tooway 25 rate. There is a minimum contract period of 12 months on the purchase option under this offer, and the standard 24 month minimum commitment on Rental options.

#### **4. USE OF THE SERVICES**

- a. You accept that we may change or withdraw any element of the Services from time to time and will use all reasonable efforts to notify you of any necessary change in the Services.
- b. We will try as far as is reasonably possible to keep the Service free from viruses, bugs and errors, but we do not guarantee that it will be free from infection or anything else that may damage your equipment or data. We will not keep any back-up copies of emails or other data belonging to you. We accept no liability for damage caused to your own equipment if you download software or other services using the Services.
- c. As a user of the Services, you accept that we do not control, endorse or censor the material made available by the Satellite Broadband Service and the World Wide Web. You accept that third party material could be illegal, misleading, offensive or deceptive. You use it at your own risk and subject to all applicable national and international laws and regulations.
- d. We do not guarantee that the information and services you may obtain from the Satellite Broadband Service will be suitable for your purposes and requirements. You accept that the information and services you may obtain via the Satellite Broadband Service may not be complete, accurate, up-to-date or free from errors.

- e. We do not permit you or others to cause nuisance or inconvenience to us or to other users in any way. This includes hacking, Network sniffing or similar techniques, or sending unsolicited messages without reasonable cause, by spamming or using anonymous remailers or different servers, or other means. If you, your employees or other users of your Equipment send any such messages through the Satellite Broadband Service, you may be liable to criminal or civil action in either the UK or other appropriate jurisdictions, and we may suspend and disconnect your use of some or all of the Services and such action on our part may give rise to Charges being payable by you.
- f. If you deal with any third party or exchange material with that third party while using the Satellite Broadband Service, you accept that you are entirely responsible for such transactions.
- g. You agree that if we stop providing satellite broadband services to you, you will cease to use the Services and you will immediately return to us all the items supplied to you that remain our property and, at our option, delete or destroy all software that we provided to enable you to access the Satellite Broadband Service. More details can be found in Section 5.
- h. The Satellite Network Operator may from time to time restrict applications that have a negative effect on their satellite network. These include but are not limited to applications for non-professional use, notably peer to peer applications and any other protocol liable to have a deleterious impact on the overall quality of service of the Services.
- i. Due to the inherent latency involved with satellite communications, certain applications and uses are not recommended over the Satellite Broadband Services. Whilst we will make certain efforts to make you aware of this, you accept that it is your responsibility to check with us the suitability of the Satellite Broadband Service for your requirements. If you proceed to purchase the Equipment and Services for use with any application or service that we have not recommended, the failure of the Services to support such an application will not constitute a right to cancel, and as such you will not be entitled to any refunds and the Minimum Period will remain valid. We reserve the right to charge you for technical support if we reasonably consider that the Satellite Broadband Service is working normally, and faults and issues you're bringing to our attention are related to your own PC, Mac or networking equipment or cables connecting them.
- j. We make the Satellite Broadband Services available to you and, if relevant your designated employees or other authorised users and supply to you the Equipment **on the conditions that:**
  - 1. They are not used for anything illegal, immoral or improper;
  - 2. They are not used to offend or create nuisance;

3. Only the Equipment or other items as may be supplied by us to use with the Equipment are used to access the Services;
4. The Equipment is not lost, stolen or damaged (howsoever caused);
5. You promptly give us any information that we reasonably request related to the overall provision of the Services to you;
6. You follow all reasonable instructions we give you in relation to the Installation, the Services, the Equipment and the Charges;
7. When attempting to use the Services, you are in range of any Equipment forming part of a wireless network;
8. You or your employees/users do not re-sell, exchange, rent, hire, or permit access to the Services or the Equipment to anyone else or grant or attempt to grant any charges, liens or other rights, powers or interests over them unless authorised by us in writing to do so;
9. You or your employees/users do not, nor permit any third party to, tamper or attempt to tamper with the Equipment, the software providing the Services or anything other property belonging to or used by us without our prior written consent;
10. You or your employees/users do not, nor permit any third party to, to maintain or repair or attempt to maintain or repair the software providing the Services or the Equipment, without our prior written consent. Any such action will void any warranties relating to the software or Equipment that has been affected;
11. You or your employees/users do not use the Satellite Broadband Service to send or receive by any method any material that breaches another person's copyright or other intellectual property rights, or any other material that is illegal, obscene, indecent, fraudulent, libellous, harassing or that you do not have the right to transmit under any law, contract or other duty;
12. You or your employees/users do not use the Satellite Broadband Service to transmit knowingly or recklessly any material that contains software viruses or any computer code, files or programs designed to interrupt, damage, destroy or limit the operation of any computer software, hardware or telecommunications equipment;
13. You or your employees/users do not disrupt any other person's use of the Satellite Broadband Service or any other service;
14. You or your employees/users do not interrupt damage or impair any website or the Satellite Broadband Service in any way;

15. You or your employees/users do not hack into or attempt to hack into our systems or try to get round any security safeguards.
  16. If you notify us of designated employees or authorised users, it does not remove your obligation to monitor and keep secure the use of passwords for access.
- k. You acknowledge and agree that if you (or your employees or other authorised users, where applicable) break any of the conditions set out in this Section 4, that you have broken an important condition of this Agreement and we shall have the right to end this Agreement under clause 10 and you hereby indemnify and agree to keep us indemnified in respect of any breach by you, your employees, or other users of the Equipment supplied to you, of the terms of this clause 4.

## **5. EQUIPMENT**

- a. We will supply you with the Equipment to allow you to receive and enjoy the Services. You must not use the Equipment for any other purpose and you must comply with any manufacturers' instructions and any reasonable instructions that we may give you from time to time regarding the use of the Equipment.
- b. We may ask you to confirm to us the location of the Equipment. If we make any such reasonable request, we ask that you give us the location as soon as is reasonably practical for you but in any event, within one calendar week.
- c. You agree to notify us immediately of any loss or damage to any part of the Equipment.
- d. When you use your own Customer Equipment in conjunction with the Equipment, we do not warrant that the Equipment is compatible with or will work with your Customer Equipment. We will not be liable in any way for any loss or damage that is caused to your Customer Equipment or any data stored thereon arising as a result of its use in conjunction with our Equipment.
- e. As the provider of this equipment and under our obligations under Directive 2002/96/EC on waste electrical and electronic equipment and any amendments thereto (the WEEE Directive"); we draw your attention to the requirement not to dispose of waste electrical and electronic equipment as unsorted municipal waste and to have such waste electrical and electronic equipment collected separately and you agree to observe these or any subsequent obligations at a point when the Equipment is no longer required by you or us.
- f. As part of our Services, we will supply to you the Equipment. If we have provided the Equipment to you via a rental or leasing option or if you have purchased the Equipment from us but we have not received cleared payment in full for the Equipment, it will remain at all times our property. Throughout any period where we retain title to the Equipment, you will be liable to us and shall indemnify and keep us

indemnified for any loss or theft of the Equipment or any damage however and by whomever it may have been caused.

- g. Where you have purchased and paid for the Equipment from us via the Upfront Charges, the following terms and conditions apply :-
1. All risks associated with the Equipment shall pass to you upon delivery and it will be your responsibility to insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage from this point;
  2. During any warranty period, details of which will be made available through our website or via our technical team upon request, we shall have responsibility for repair or replacement of our Equipment except that you accept full responsibility for cost of repair or replacement of our Equipment when the damage or problem has been caused by your negligence, misuse, abuse or violation of any part of this Agreement that is out of our control;
  3. Such repair or replacement may involve the swapping of equipment via our return-to-base (RTB) policy. This involves the delivery to you of replacement Equipment which will only be sent to you or left with you by us (or a third party agent) if the matching piece of potentially defective Equipment is returned and received by us first. It's your obligation to pay the postage to return the item (if applicable). If the returned potentially defective item is tested by us and found not to be faulty, it will be returned to you. If you cannot produce the potentially defective Equipment on request, you accept that we have no obligation to provide you with the replacement Equipment and that any such action will be at our sole discretion and may incur additional Charges including delivery and administration charges.
- h. Where you have rented or leased the Equipment from us, including the provision by us of free hardware forming part of the Equipment which is included as a rental option alongside the standard monthly charge of certain packages, the following terms and conditions apply :-
1. We may add to or substitute the Equipment as necessary to provide the Services or for other valid reasons. You agree not to do or allow anything to be done that may cause damage to or interfere with the Equipment or prevent easy access to it or recovery of it;
  2. You also guarantee that no other party besides us (or our agent or nominee) shall have rights of ownership, possession or use of any item of the Equipment or shall have any charge or other right or power over any item.
  3. From the time we deliver the Equipment to you until you return the Equipment to us you must take reasonable care of it. You must not and must not allow anyone else (other than our representatives) to add to, interfere or modify the Equipment in any way. The splitting or duplicating any signal lines

and/or cable by you is strictly prohibited. As well as any other rights we may have, such action may result in our suspending the Services, terminating the Agreement and/or our retaining the whole or a part of any deposit Charged to you.

4. Should the Equipment become lost, stolen or damaged for whatever reason during the period of this Agreement and before you return it to us if you have rented the Equipment from us, you agree to notify us of such circumstances immediately. In the event of such loss or damage, you agree to pay the full replacement value of the Equipment, such values to be displayed on our website.
5. You shall not be responsible for any loss or damage to the Equipment to the extent that it is caused by us or our employees or is due to a manufacturing or design fault; or is due to fair wear and tear. You agree that you shall be responsible for any loss or damage to the Equipment due to any other cause, regardless of how it happens. Wilful destruction or abuse of the Equipment by you will result in reasonable additional Fees being made.
6. You are responsible for ensuring that the Equipment is at all times kept safe and properly used and in this regard you agree:
7. While the Equipment is not in use, electricity supplied to it is not turned off and that it remains in the standby/rest mode;
8. That you shall not dispose of or deal with any of the Equipment in any way by, for example, trying to sell it or hire it to anyone else, or by putting it up as security for a loan, mortgage or charge, or allow any of the Equipment to be seized under any legal process. you shall not move the Equipment to another location without our prior written consent;
9. That you shall not remove, tamper with or obliterate any words or labels on the Equipment;
10. That you shall take proper care at all times to prevent the loss or theft of the Equipment. You promise to notify us if you move, change your address or the physical location of the terminal changes for any reason whatsoever.
11. On termination of this Agreement, or at the end of any agreed Tooway Contract Rental period or SES Rental period, or on cancellation of any part of the Services requiring a part of the Equipment, you will within 14 days of the date of termination or cancellation, unless otherwise agreed with us, return to us at our trading address, at cost to you, as a minimum the indoor satellite modem and the TRIA (combined transceiver from the end of the arm on the satellite dish). If you fail to do so, we reserve the right to continue to charge you for the Services until the Equipment is returned or to charge you an

unrecoverable equipment charge which will be £100 per satellite modem and £100 per TRIA.

12. You also agree that we are fully entitled to secure this payment through any payment mechanism that you have historically provided to us, even in the event that you have subsequently cancelled or countermanded any such payment method.
13. When the Equipment is returned to us, it must be in good condition and in full working order. Otherwise, you shall be liable to us for the lesser of the compensation payment set out above, or in circumstances where (in our sole opinion) economic repair is reasonably feasible, the cost of repair and our reasonable expenses in administering such a repair.
14. We may, at our option, nominate an agent or third party in place of ourselves to whom such Equipment should be returned, or compensation payment be made. If you rent the Equipment, we require, at minimum, the return of indoor unit (modem) and may require the return of any other remaining parts of the Equipment. Will communicate promptly with you to confirm which parts of the Equipment we specifically require you to return.
15. We provide you with the Equipment on the condition that you comply with your obligations under this Agreement. If you fail to comply with this Agreement, in particular but not only your obligations under clauses 4 and 5, or if we reasonably suspect that you have failed to comply, we shall have the right to demand that you return the Equipment to us and/or and remove the Equipment from your possession if you have rented the Equipment from us. In such circumstances, you will permit us free and safe access to your premises and/or obtain any necessary landlord, building or occupier consents required for us to achieve the return of the Equipment.

## **6. INSTALLATION**

- a. We will set out in our website or order forms, the acceptable methods of installation through which you will be able to install the Equipment in order to receive the Services. Our recommended option will always be the Professional Installation of the Equipment by our Installers but may also include, but not be limited to selecting your own qualified installer or carrying out the installation yourself.
- b. Our published Charges for installation are based upon a UK mainland installation and are subject to site survey. We will give you a site-specific installation quotation in the event that additional travelling times and expenses are likely to be incurred or a non-standard installation is required. If this quotation is not acceptable to you and both Parties are unable to reach Agreement, either Party may cancel the Order within fourteen days from the preparation and circulation of this quotation.

- c. If you chose our Professional Installation Service, we will endeavour to give you a mutually convenient time for our Installer to visit. It is important to us that we can route our Installers efficiently so your location may have an impact on the installations dates or times that we provide to you.
- d. If we have agreed with you in writing that a site survey may be required, you will be responsible for settling payment for the survey directly with us on demand, the cost of which shall be additional to any other Charges to be paid to us for the Services.
- e. Our Installer is responsible for taking suitable care when installing the Equipment. If you become aware of any potential problems with your installation, you should notify our Installer during the installation if reasonably practical.
- f. Our Installer(s) will have to work both internally and externally at your premises for which they will require suitable access. Therefore, you agree to, at your own expense and in advance of installation:
  - 1. Obtain all necessary consents including landlord, occupier and other buildings consents for both access and installation of the Equipment and for on-going maintenance of such Equipment; and
  - 2. Provide full, free and safe access to relevant premises, and a suitable environment for the Equipment including all necessary cable ducts and electricity supply;
- g. The Installer will fit the Equipment and will demonstrate a working system on their PC. They will have no responsibility to configure your PCs or Network as a part of the installation.
- h. A standard installation includes the provision of one network connection up to 3m (using a Cat5e patch cord) from the location of the indoor VSAT modem. Additional network (Ethernet/CAT5) points can usually be provided during the installation visit. Rates are available on request and included on our website. We can provide a written quotation for more extensive network requirements upon request.
- i. If you request us to do so, our Installer can configure your existing wireless LAN or Ethernet routing equipment. Our Charges for such services can be provided on request and are included on our website. Under no circumstances will we accept any responsibility or liability for your existing equipment installation, configuration or maintenance.
- j. If you choose your own installer or wish to complete a self-install, you are fully responsible for the completion of your installation. We are not obliged to provide additional assistance to you or a 3rd party installer. If required to do so, we reserve the right to charge our standard hourly rate at £70 per hour (calculated for every complete or partial thirty minute time period) for the time period that you require us to provide such installation support services to you or your Installer.

- k. In the event that you choose to self-install or choose to use your own installer, you agree that you will make reasonable endeavours to complete the installation within 14 days from receipt of the Equipment. You agree that we are entitled to start to Charge for the Services from this point unless we have agreed in writing to an alternative commencement date, any such date to be agreed by us at our sole discretion.
- l. Our liability with you for any damages or losses whatsoever suffered by you as a result of delayed, cancelled or incomplete installation will not exceed the value of the Installation fee that you have agreed to pay. You accept that you will have no additional rights to terminate this Agreement early on the basis of late or incomplete delivery provided that we have provided you with alternative dates to complete the installation.
- m. As long as we have notified you in advance of the agreed installation date, if you are not at the agreed place of installation on the agreed date and time when we either seek to deliver the equipment or carry-out the installation, we reserve the right to charge you an additional Installation fee for the redelivery or installation of the Equipment or any return visit required including that arising due to insufficient time available on your initial installation date to complete the installation due to your absence or late arrival on site. Any such Charges will be notified by us to you in writing and will be, in our sole opinion, such additional sums as we consider being reasonable in the circumstances.
- n. In certain circumstances, our installer will, where necessary, recommend that electrical grounding be undertaken. When this electrical safety requirement is identified, it should be carried out in accordance with applicable laws and regulations. Failure to install effective grounding will, in some locations, constitute a breach of local building regulations. It will remain your responsibility to ensure such work is completed in accordance with all applicable laws and regulations. Certified electricians should complete grounding work. Our Installer will provide a cabling lead for grounding but may not be a certified electrician and therefore will be unable to complete the grounding work. Where the installer cannot complete the grounding work it is your responsibility to ensure that a certified electrician completes such work.
- o. In asking us to install your satellite broadband equipment for you, in the event of the installation failing or not being able to be completed for any reason (beyond the control of Internet Anywhere) you will be liable for a minimum charge of £69.99, the equivalent of a site survey fee. Instances where this could apply would be (but are not limited to) no line of site to the satellite, no one at the property at the agreed appointment time or no suitable location for the satellite antenna.

## 7. PAYMENT FOR THE EQUIPMENT AND SERVICES

- a. The timely payment for Equipment, the Services and any other such Charges arising properly as a result of this Agreement shall be considered to be of the essence. If you do not pay any Charges as and when they fall due, you accept that you have broken this Agreement and we have the right to terminate this Agreement. This right is in addition to any other legal rights we may have against you, which we may also rely upon.
- b. You must pay all the Charges, which are due, together with any Value Added Tax, and/or any other taxes (at applicable rates from time to time), which apply in relation to the Equipment or Services chargeable under this Agreement. Unless otherwise agreed in writing, we will bill you one billing period in advance for the Services together with any outstanding Charges for Services activated during the previous billing period. You must pay your bill in full by the Due Date without any deduction of any sort or any counterclaim. You will be liable for the Charges from the day on which we first make the Services available to you unless we notify you otherwise. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else using the Equipment and the Services with or without your consent. Unless stated otherwise, all prices quoted by us and listed in our Website are exclusive of VAT and all Charges that appear on your bill are exclusive of VAT. We may vary our Charges from time to time and we may also alter your billing date or billing frequency/period.
- c. If you buy or rent satellite broadband hardware "Customer Equipment" from us to avail yourself of our satellite airtime services, title to the Customer Equipment shall remain vested in Internet Anywhere and shall not pass to you, the Customer, until the purchase price (or the agreed minimum number of rental payments) for the Customer Equipment has been paid in full and received by Internet Anywhere. Until title to the Customer Equipment passes: Internet Anywhere shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of Customer Equipment;

Internet Anywhere, its Reseller and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which Customer Equipment or any part are stored, or upon which Internet Anywhere reasonably believes them to be kept;

The Customer shall store or mark the Customer Equipment in a manner reasonably satisfactory to Internet Anywhere indicating that title to Customer Equipment remains vested in Internet Anywhere; and

The customer shall insure the Customer Equipment to its full replacement value, and arrange for Internet Anywhere to be noted on the policy of insurance as the loss payee.

Irrespective of whether title to the Customer Equipment remains vested in Internet Anywhere, risk in the Customer Equipment shall pass to the Customer upon delivery.

- d. The Upfront Charges for the Services are those set out in our order form or our websites or those of any authorised third parties.
- e. Any additional Charges for using the Services must be paid by you by the Due Date.
- f. Subject to us reserving the right to carry out a suitable credit check on you at any point that we deem reasonable, we will normally require you to pay the Upfront Charges before your Installation. All Equipment remains our property until paid in full. Where the Upfront Charges for Equipment and installation have not been settled on demand, we reserve the right to charge a collection fee as detailed on our website from time to time and/or delay or postpone the agreed installation date and/or to demand the return of any Equipment that we had provided to you in good faith in order to facilitate the delivery of the Services and/or the right to remove all equipment supplied, with or without prior notice to you.
- g. All of our Monthly Service Charges are based upon payment by you by credit or debit card. It is your responsibility to provide us with updated credit and debit card information in a timely manner to allow us to collect any and all on-going Charges. In the event that we are unable to receive payment for the Charges via payment card for any reason, you provide your consent to us collecting payment by any method, including the use of other direct payment methods or using other information that you have already provided to us.
- h. Upgrade and Downgrade of the Service – unless you have selected a particular package or promotional offer which requires you to maintain a minimum level of package, you are entitled to change the level of Service assigned to your account by requesting such a change in writing subject to the following terms.
  - 1. Only one operation of upgrade or downgrade per calendar month is allowed per Account.
  - 2. SES Broadband S and Tooway 2 are promotional tariffs for new customers only, and existing customers on other tariffs cannot downgrade to these tariffs.
  - 3. In case of multiple change requests occurring during the same month, only the last one will be recorded in the system. The last modification recorded during the month of request will become effective from the first day of the following month.
  - 4. In case of downgrade from a higher to lower package a Downgrade Fee will be chargeable.
  - 5. If you ask us to downgrade your Service from a package that requires a minimum level of Monthly Service to qualify, at our discretion, we may

provide you with a specific one-off Charge to Downgrade your Service. We will usually require settlement of this Charge prior to Downgrading your service. We may also require that you commit to a new Minimum Period, normally being 12 months.

- i. With the availability of any new Services or changes to existing Services, we will tell you the Charges (or changes to the Charges) for these Services prior to accepting any order from you to implement any change of Service levels.
- j. We will normally send you an invoice, invoice schedule or receipt, which could be by e-mail, facsimile or post, for your Services and any other valid Charges plus the Charges for any Services used at any earlier time if they have not previously been charged for (for example, Service upgrades during a previous billing period already invoiced).
- k. Our required method of payment for on-going Monthly (or Periodic) Service Charges is by Credit Card or Debit only. Payment via any other method at any time may incur a handling charge of up to £25 per transaction whichever sum is higher. Such charges represent additional costs incurred by us processing such payments or reflecting the additional administration costs incurred by us in using other payment methods. We may add such Charges to your account or we may ask for such Charges to be settled by you on demand depending on our assessment of the credit status of your account and whether it is or has been delinquent.
- l. If we have tried to collect a payment on or around the Due Date but it has not been received by us within a period of up to a further 5 working days, your account will be considered to be delinquent and the Services may be temporarily or permanently (for persistent payment failures) disconnected. If we agree to re-connect your Services, there will be a reconnection charge that you are required to pay before your Services are restored. Restoration of your Services may take up to three working days from the day that we receive full payment of any outstanding Charges.
- m. Furthermore, if you default in the payment of any monies more than 5 working days from the Due Date, we reserve the right to charge interest from the Due Date until the payment is made in full (irrespective of whether the date of payment is before or after any judgment or award in respect of the same) at 3% per annum above The Royal Bank of Scotland plc base rate from time to time.
- n. We reserve the right at all times to vary the Charges for the Services, the Equipment and the installation. We will make reasonable efforts to give you written notice before any such change to the charges occurs. If the charges are increasing, we will give you at least 30 days' notice. Where we have increased our like for like charges to you by more than 10% in any 12 month period, you may cancel this Agreement by giving us 30 days' notice in writing, however you are still liable for the balance on your account including, but not limited to Monthly (or Periodic) Service Charges

and/or Equipment Rentals or any other Charges due under this Agreement up to the date of termination.

- o. After the Minimum Period has expired, if you terminate this Agreement or any of the Services between the dates when we issue bills to you, you must pay all Charges which have accrued since the last bill was calculated and the proportion of any Service charges which have accrued up to the next billing date. This termination is subject to the provisions of Clause 10 below.
- p. You agree that whilst Charges remain outstanding beyond the Due Date and/or your account is suspended, no changes are permitted to the level of Services that you receive and no additional Services ordered by you can be actioned by us until all overdue Charges are received by us.
- q. Save as expressly set out in this Agreement, you shall not be entitled to suspend the payments under this Agreement, as a result of faults and/or defects of the service.
- r. All of our prices will clearly state the currency that they are quoted are in and are exclusive of VAT or other relevant taxes at the prevailing rate, unless otherwise stated.
- s. If you default on more than two payments of the Charges in any rolling 12-month period, we have the right to require you to pay for the Charges quarterly in advance without entitlement to any prevailing discounts.

## **8. NETWORK QUALITY POLICY (“NQP”)**

- a. The Network Quality Policy (sometimes also referred to as a Fair User Policy or similar reference) has been defined to enable a high quality internet access service via satellite with a consistent customer experience at an acceptable price. The implementation of the NQP determines the management of your Satellite Broadband Services to prevent any unfair and unacceptable use of the network. You are subject to a NQP during the lifetime of this Agreement. The Tooway service is maintained at network level by the satellite owners, Eutelsat. This only applies to customers connected to Gen14 Tooway services after 1st September 2014. The detailed NQP for customers for older Tooway services is not currently published by Eutelsat. Managing a satellite broadband network in the 21st Century requires continual dynamic changes and our NQP is continually evolving and being improved to take into account new usage patterns and protocols.
- b. At all times, systems will be in place to measure the volume of inbound and outbound data generated by your Satellite Broadband terminal(s). The generated volume measured over certain defined time periods. This data volume is compared with the data thresholds defined in the NQP and the customers chosen monthly data allowance. If the threshold has been reached, the speed of your Satellite Broadband Service will automatically be reduced or restricted (sometimes referred to as “Throttling”), either in upload, download or both directions. These restrictions will be

automatically removed once you buy sufficient Tooway Volume Booster Tokens or SES FUP resets to cover your extra usage over your chosen data allowance, or a new month's data allowance is credited to your airtime account.

- c. N.B. If you purchase a 'bulk' Tooway Volume Booster of 10, 50 or 100 GB, **it has to be used within the period of your data month** (i.e. before you next monthly data allowance is credited) or it will expire and any unused data will be relinquished.
- d. The thresholds for the applications of speed restrictions to your Satellite Broadband Service will depend on the level of Service ordered by you. It is your responsibility to ensure that you are fully aware of the relevant thresholds within the NQP for your chosen service level. We will ensure that where possible the generic NQP is displayed on our website at all times.
- e. NQP policies and restrictions are in the main governed and controlled by the Satellite Operator and we cannot necessarily change any restrictions applied to your Services due to over usage against service level requested.
- f. We (and the satellite owners who manage the networks) reserve the right to amend the NQP from time to time, where we judge, in our sole reasonable opinion that such changes will be to the benefit of our customers as a whole.
- g. In certain circumstances, we will provide the opportunity for you to purchase additional bandwidth. Further details of additional bandwidth (sometimes referred to as Volume Boosters, Tokens, Booster Tokens or FUP resets) can be found on our website.
- h. Alternatively, you may upgrade your Service to a higher level, if available. If you do, your data consumption in the previous airtime month will still be included in the data calculations (pro-rata) for the first month of your new upgraded service (i.e. your data account doesn't reset to zero at the beginning of the first month of any upgraded tariff). There is no specific Charge to upgrade your Service Level, only the new level of Monthly (or Periodic) Service Charge.
- i. Customers who regularly consume a disproportionate or very excessive amount of the satellite networks resources (bandwidth) may be subject to restrictions, throttling or even permanent disconnection without notice. Throttling or restrictions can occur even if the customer may appear to be using their service within their monthly data allowance. Certain very network hungry and bandwidth aggressive protocols are difficult for us to prioritise and manage at network level, and if customers regularly use these protocols across their satellite broadband connection, we may have to restrict, suspend or cancel their service to prevent the overall deterioration of the network quality for other users. From time to time we may also request you to change your tariff to one that we think may better suit your user profile.

## **9. SUSPENDING OR DISCONNECTING THE SERVICES**

- a. We may at any time:
  1. Temporarily suspend the Services for repair, maintenance or improvement of any of its systems wherever located, or temporarily provide replacement Services or Equipment of a similar functionality to those previously supplied; or
  2. Give you instructions on how to use or vary the Services (which you agree to comply with) where we reasonably consider such instructions are provided to you in the interests of safety, or the maintenance of service quality.
- b. Before doing either of these things we will endeavour to give you as much notice as is reasonably practicable in the circumstances and we will also aim to restore the Services as soon as reasonably practicable after any temporary suspension.
- c. We may suspend our service without warning:
  1. In an emergency;
  2. When we are required to by any third party whose systems we use to provide the Services;
  3. When we are required to by the police or security services or other party who may have legal authority to make such a request;
  4. If you, your employees/authorised users, or anyone you or your employees/users allow to use the Services, does not keep to the conditions of this Agreement, or any other Agreement with us;
  5. If you, your employees/users, or anyone you or your employees/users allow to use the Services damages the Equipment supplied by us including the hardware or software which is necessary to operate the Services or put it at risk, or
  6. You physically or verbally threaten or abuse any of our staff; or
  7. If you do not pay all Charges due to us by the Due Date.
- d. We reserve the right to Charge you a re-connection fee where you or your employees/users either acting themselves or through a third party, have caused or contributed to the suspension of the Services.

## **10. ENDING THE AGREEMENT**

- a. Either Party can cancel this Agreement immediately if any of the following happens:
  1. The other breaks an important condition of this Agreement or several less important conditions and (if it is capable of being put right) does not put it right within 21 days of written notice to do so;
  2. If the other is subject to bankruptcy, insolvency or any similar proceedings or, in the reasonable opinion of the party ending the Agreement, the other is unable to pay its debts;
  3. After the Minimum Period, in accordance with terms set out in this Agreement
- b. In addition, we may end this Agreement if the Satellite Operator is unable or unwilling to make such Services available to us, providing we give you 30 days written notice.
- c. At the end of the Agreement you must pay any valid Charges that are due to the end of the month following the month in which we received your written request for Termination.
- d. At the end of this Agreement, you must return any of our Equipment that we have asked you to do so.
- e. At the end of this Agreement, you will be disconnected and you will no longer be able to use the Services.
- f. If, after your service has been disconnected you subsequently wish to reconnect to the service, the standard connection fee for that tariff will apply.

## **11. RIGHT TO CANCEL**

- a. You have the right to cancel this Agreement from the point that you place your Order with us up fourteen days after the earlier of you receiving the Equipment, your install being completed or your Services being activated. This must be done in writing to our main contact office (the Cancellation Notice).
- b. If you cancel your order after any or all of the Equipment has been delivered to you will be liable for any reasonable Charges associated with the cost of collection and, if necessary, the de-installation, of any installed Equipment. As we may offer subsidies or special offers on the Equipment or our installation Charges, the collection or de-installation charges may be more than you paid for initial delivery or installation. Our current Collection Charge for the Equipment and our full price installation are shown on our website. It is your responsibility to confirm any Charges arising from your cancellation. These Charges will be deducted from any refunds due to you.
- c. Where the Equipment or any relevant part of the Service has been activated prior to our receipt of any acceptable Cancellation Notice, you will be liable for any Charges

associated with any Services provided to you up to the point of cancellation including any activation Charges. All valid Charges will be deducted from any refunds due to you.

- d. After all of the Equipment that we have requested from you is received at our office we will promptly test and inspect the Equipment. Any Equipment reasonably deemed by us to be damaged or in any other way faulty, such fault not arising through our liability or by way of Equipment failure, we will raise a Charge equivalent to the reduction in value of the impaired Equipment whether by way of replacement or repair, whichever is the lower plus our reasonable administration costs,.
- e. We will provide you with a final invoice detail any Charges arising and any net balance due to us or payable to you. We will either collect any sums due to us or refund any balance due to you within 14 days of completing our inspection of the Equipment.

## **12. INFORMATION, PASSWORDS AND DATA PROTECTION**

- a. After you have ordered Services from us, in order to access the Services, we may provide you with a user identity (User ID) and/or a unique password. You are responsible for the security and proper use of all User IDs and passwords and must keep them confidential and not disclose them to any third party without first obtaining written authorisation from us.
- b. You must inform us immediately if :-
  - 1. You suspect that any password in relation to the Services has or may have become known to someone who is not authorised to use it and/or
  - 2. You forget a password. Providing that you satisfy any security checks as may be reasonably required by us, we will issue you with a new password.
- c. If we reasonably suspect that there has been or is likely to be a breach of security or a misuse of the Services, we may change your password and we will notify you accordingly.
- d. You are required to promptly and accurately give us all the information that we reasonably request so that we can perform our obligations under this Agreement.
- e. You must inform us immediately of any change to any particulars you have provided to us, including changes to the Equipment. We shall not be liable for any expenses you incur or savings you fail to make as a result of your failure to notify us in a timely manner of any such changes.
- f. We may at any time, subject to the relevant legal and statutory provisions, use any information that you have provided to us, together with any other relevant information, for the purposes of administration, credit scoring, consumer services, training, marketing, tracking use of our Services (including processing call, usage,

billing, viewing and interactive data), profiling your usage and purchasing preferences and providing you with Services. We may disclose your personal information to any Group Company and our sub-contractors and agents for the above-mentioned purposes. You have a right to ask in writing for a copy of your information (for which we may charge a small fee for information not accessible through our website) and to require us to correct any inaccuracies. We will not pass your information to any other 3rd parties without your written consent.

- g. From time to time, we, or a third party acting on our behalf, may contact you by mail, telephone, email or other method with information about our Products and Services (including discounts and special offers). If you do not wish to receive marketing or promotional information from us, you must confirm this to us in writing. If you do not wish to receive any marketing or promotional material from us or our third party agents, you accept that you will no longer receive notification of or be entitled to our special offers or promotions.
- h. We will only discuss your account with you or with an authorised user that you have notified us of by email or in writing.
- i. We may record or monitor telephone calls to help us to improve our services.
- j. You acknowledge that we may co-operate with any court, tribunal, regulatory body, police authority or other Competent Authority in any investigations or proceedings concerning you or your use of the Services. This may include disclosing communications transmitted via the Services or other particulars regarding your use of the Services to such authorities.
- k. We may use credit reference agencies to help us make credit decisions or for protection against fraud. You agree that we may register information about you and the conduct of your account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, we may disclose information about you and the conduct of your account to debt collection agencies, security agencies or financial institutions.
- l. We will provide relevant information in the event that we sell or transfer our business, to ensure that you continue to receive the Services.
- m. If, in connection with any of the Services, we act as a "data processor" of any information you give us, and you act as a "data controller" (as such terms are defined in the Data Protection Act 1998), we will, in relation to that information:-
  - 1. act on your instructions only; and
  - 2. comply with obligations equivalent to those imposed on a data controller under the Data Protection Act 1998 relating to security or applicable equivalent legislation.

### **13. INTELLECTUAL PROPERTY RIGHTS**

- a. You acknowledge that certain material including (but not limited to) text, software, music and video clips, photographs/images, graphics, logos, adverts or other data accessed through the Services, is protected by copyright, trade mark, service mark, patent or other proprietary rights and laws. This material may be owned by us or by third parties.
- b. You acknowledge that you are only permitted to use the above material to enable you to use Services. You may not, save as is reasonably necessary to make use of the Services, copy, reproduce, distribute, publish or make any commercial use of any such material obtained while using the Services.
- c. You may from time to time transmit material or content during the use of the Services. You acknowledge that as an Internet Service Provider (ISP), whilst we take all reasonable steps on our network to ensure its security, such security cannot be guaranteed and third parties may gain access to your material. You acknowledge that, for the purposes of providing you with the Services, we may require the right to copy, reproduce, modify and adapt your material and accordingly you grant a free, irrevocable, worldwide license for us to do this. Intellectual property rights in the Software remain our property or that of our licensors. You hereby agree to comply with any licences of the Software reasonably required by the owner of any intellectual property rights in any of the Software for the protection of that Software howsoever notified by us to you including appearing on any screen used by you to use the Services.
- d. We hereby grant to you a non-exclusive licence to use the Software in executable form only. The licence granted to you under this Agreement is personal to you and may not be sub-licensed, transferred, assigned, or otherwise disposed of. If you use the Software in any way which will result in you being in breach of this Agreement, or you attempt to transfer, assign or otherwise dispose of your licence to use the Software, the licence will be terminated immediately which may impact your ability to use some or all of the Services but you will still be bound by the terms of this Agreement.
- e. The Software is protected by copyright law. You may not copy the Software, except to make a single copy for backup or archival purposes. Any such copies shall be subject to this Agreement. You may not lend, rent, lease or otherwise transfer the Software. You agree not to attempt to reverse engineer, decipher, decompile or disassemble the Software or otherwise reduce it to human readable form or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. You may not modify the Software or create derivative works of the Software.
- f. The Services may comprise software, services, technical information, training materials or other technical data that are subject to the country of origin Export

Control Regulations or the laws or regulations of that country. You may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations.

#### **14. MAINTENANCE SERVICES**

- a. Unless we have expressly agreed with you in writing, only our staff or our authorised agents may provide maintenance and repair services for the Services and the Equipment.
- b. Additional Charges may apply where any problem with the Services or the Equipment has been caused by misuse or abuse of the Equipment by you or someone acting on your behalf or within your control even if such events occurred in the attempted repair, removal or reconfiguration of the Equipment or Services. This will include any Charges that we reasonably and directly incur as a result of actions that we are reasonably required to take arising from the impact on our Services caused by viruses, malicious software or other malware introduced via any part of the Customer Equipment.

#### **15. LIABILITY**

- a. We are legally responsible to you only as set out in this Agreement.
- b. Nothing in this Agreement shall remove or limit our liability, or the liability of anyone who works for us, in the event of :
  1. Death or personal injury caused by negligence;
  2. Fraud;
  3. Anything which cannot be excluded by law.
- c. Our entire liability to you for something we or anyone who works for us does or does not do in respect of breach of contract, negligence or pre-contractual misrepresentation will be limited to the lower of the value of any direct losses you incur or :
  1. £10,000 for damage to property;
  2. £5,000 for all other losses which are not excluded by clause (d) below;
- d. We are not liable to you in any way for any indirect, consequential, incidental losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by you and notified to us in any manner.
- e. We are not liable to you in respect of any products or services you order from other companies using the Services.

- f. We will not be liable for any loss as a result of the suspension, disconnection or unavailability of the Services, which occur in accordance with the terms of this Agreement.
- g. We will not be liable to you if something beyond our reasonable control prevents us carrying out our duties or providing any of the Services.
- h. You must tell us in writing about any potential claim as soon as you become aware of any incident and that such incident means that you may be entitled to make a claim and in any event within 14 days of any incident resulting in such a claim first occurring. If you make us aware of a claim outside of this time-frame, it is our sole discretion as to whether we recognise and deal with any such claim.
- i. This section will apply even after this Agreement has ended.

## **16. GENERAL**

- a. We may change any of the terms and conditions in this Agreement if new laws or rules make it necessary or for any other good reason. We retain the right to amend, modify or substitute these Terms and Conditions at any time. In the event of any material changes, we will endeavour to provide you with 30 days' notice in writing in advance of doing so. Any such modification, amendment or substitution will also be posted on our website. If you do not object to the modification, amendment or substitution via written notice to us within 30 days of us having notified you, the new Terms and Conditions in their entirety shall then be deemed to supersede any and all preceding Agreements between the Parties.
- b. In the event that we fail to apply any aspect of this Agreement at any time, any action, concession, exception or time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this Agreement in any other way.
- c. English law will apply to this Agreement and you and we agree to the exclusive jurisdiction of the English courts.
- d. If a clause or condition of this Agreement is not legally effective, the rest of this Agreement remains effective. We may replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is. This Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a Party to it, and neither Party can declare itself a trustee of the rights under it for the benefit of any third party. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.

- e. A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or re-enacted.
- f. In this Agreement unless the context otherwise requires words in the singular include the plural and vice versa; and words implying any gender include all genders.
- g. This Agreement represents the entire understanding between you and us in relation to the subject matter herein and supersedes all other agreements or representations made by you or us, whether oral or written.
- h. Unless we clearly state to the contrary in any offers or promotions that we make or as otherwise specifically agreed by us, you will only be eligible to benefit from one promotional offer or discount applicable to the Services. Nothing in this Clause shall imply the existence of your right to any promotional offer or discount.
- i. Any Appendixes attached to this current Agreement or added in the future are to be treated as wholly incorporated into this Agreement and form an integral part thereof.
- j. Any external links on any of our websites are not under our control, and as such we cannot be held responsible for any content found on these sites. We endeavour to supply 3rd party links that we believe will be for the wider benefit our customers and this by no way assumes any endorsement in whole or part by us to the content that may be found on these sites.

## **17. REFERRAL SCHEME**

- a. Existing Internet Anywhere customers who introduce new customers (that aren't already known to us and that haven't already been in touch with us, or mailed by us) to us that take up a new Internet Anywhere Satellite Broadband service will be due a £50 cash credit once the person they have referred has actually connected to the Satellite Broadband service. The referred customer will also receive a £50 cash credit.
- b. In order for an existing Internet Anywhere customer to benefit from an airtime credit or reward for referring other customers, their Satellite Broadband account must be in order and up to date.
- c. £50 cash will normally be credited to the customer's account within 1 month of the new referred subscriber connecting to the service. The newly referred customer will receive their credit within one month of their connection.
- d. There are no limits to the number of customers that can be referred. We'd be pleased for you to refer many customers per month.
- e. No referral reward or credit is due if you refer someone to us who has already contacted us to request information or who has already been a Internet Anywhere customer.

- f. If the same person or company is referred to us by more than one individual, a referral reward will only be due to the person who makes contact with us first with the complete contact details of the referral.
- g. In referring someone to us under the Internet Anywhere referral scheme, you are confirming that you have contacted the person you're referring to us to discuss the fact that you're supplying us with or sharing their personal contact information and that they've given you their permission to supply us with that information, and that they are expecting an email from Internet Anywhere Ltd.
- h. We reserve the right to remove or change this offer at any time without notice and while every effort is made to describe the offer accurately in any advertisement, no warranty is given as to accuracy and no responsibility will be accepted for errors in description and any resulting loss.
- i. Orders placed by friends or neighbours are accepted subject to our right to adjust prices to take account of any changes in the law or Government regulations requiring us to increase prices by way of taxation, import duties, customs and excise duties or otherwise.
- j. Nothing in these terms and conditions shall affect the rights of consumer.

## **18. ASSIGNMENT**

- a. This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent.
- b. For commercial and other business reasons, we have the right to assign this Agreement together with any associated rights of access and installation at any time to any company, person or other legal entity.

## **19. NOTICES AND COMPLAINTS**

- a. You may give notice to us by delivering or posting such notice to the address shown on our website under "Contact us" which, at the point of this Agreement is :-  
Internet Anywhere Unit D2, Olympic Business Park, Dundonald, Ayrshire, KA2 9BE  
United Kingdom or as otherwise amended from time to time on our website.
- b. We are able to give notice to you by delivery, post, and fax transmission or by email to the address and telephone number (as applicable) set out in your request for the Services.
- c. Any information relevant to this Agreement that may be varied over time will be detailed on our website [www.internetanywhere.co.uk](http://www.internetanywhere.co.uk) In the event that this address is changed for any reason, we will notify you of the new location either by way of forwarding from the original web link or by other direct notification including email.

- d. Either Party may amend their details at any time providing advance written notice is given to the other.
- e. If you have any complaints about the Services or Equipment, you can send these in writing to us at the address set out at the head of the Agreement or by email to [sales-info@internetanywhere.co.uk](mailto:sales-info@internetanywhere.co.uk)
- f.

## **20. LINKS TO THIRD PARTY SITES**

- a. Links on this website may allow you to leave the [www.internetanywhere.co.uk](http://www.internetanywhere.co.uk) website. Some links found on this web site may not be under the control of internetanywhere.com, and as such internetanywhere.com is not responsible for any content found on these sites.

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