

## KeZone TERMS & CONDITIONS

### 1. Interpretation

In this Contract:

“**Acceptable Use Policy**” means Timico’s policy for the use of the Service, a copy of which will be provided on request.

“**Timico**” means Timico Limited of Beacon Hill Park, Newark, Nottinghamshire, NG24 2TN.

“**Timico Network**” means Timico’s communications network used to provide the Service from the Site to the Internet or, if applicable, the Customer Network.

“**Contract**” means, in order of precedence, these Conditions, and the on-line order form for the Service.

“**Credit Card**” means a credit or debit card registered in the United Kingdom and accepted by Timico for payment.

“**Customer**” means the person named on the Credit Card. Timico may accept instructions from another person who Timico reasonably believes is acting with the Customer’s authority or knowledge.

“**Internet**” means the global data network comprising interconnected networks using the TCP/IP protocol suite.

“**IP**” means Internet Protocol.

“**Service**” means the service described in paragraph 3 of these Conditions.

“**Site**” means each physical location of the radio access points offering the Service.

“**URL**” means a uniform resource locator.

“**Vouchers**” means a voucher valid until the expiry date shown on the card (if any) or such date as Timico advises to you, providing a login name and password to use the Service.

### 2. Commencement of this contract

The Contract commences when the Voucher is purchased from a retailer. The Customer may then access the Service on-line at [www.KeZone.com](http://www.KeZone.com) using the details on the Voucher.

### 3. Service Description

3.1 KeZone is a wireless data service using radio frequency to a Site, and fixed line connections from the Site to connect to the Timico Network and subsequently on to the Internet.

3.2 When a Customer is located within the radio frequency coverage area of a Site it may connect to the Service using its computing equipment and login name and password.

3.3 When a Customer is located within the radio frequency coverage area of a Site it may connect to the Service using its computing equipment and login name and password.

3.4 The Service is dependent on the suitability of the Customer’s computing equipment and, if applicable, the Customer Network. The Customer’s computing equipment or the Customer Network not provided as part of this Service.

3.5 Due to the nature of the Service the Customer acknowledges and accepts that Timico does not guarantee the security of the Service against unlawful access or use. The Customer should also ensure adequate internal security policies are implemented to stop unlawful access to or use of the Service.

### 4. Service Provisioning

4.1 Timico will provide the Service to the Customer on the terms of this Contract and with the reasonable skill and care of a competent telecommunications service provider.

4.2 Timico provides a list of Sites offering availability of the Service published at: [www.Timico.com/openzone](http://www.Timico.com/openzone) or such other URL as Timico may from time to time advise.

4.3 Timico will use reasonable efforts to provide uninterrupted Service but from time to time faults may occur,

which Timico will repair as soon as reasonably practicable.

4.4 Occasionally Timico may:

- for operational reasons, change the codes or the numbers used by Timico for the provision of the Service or the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;
- give the Customer instructions which it believes are necessary for reasons of health, safety, security or the quality of any telecommunications service provided by Timico to the Customer or any other customer; or
- temporarily suspend the Service because of an emergency or for operational maintenance or improvements. Service will be restored as soon as reasonably practicable.

Before doing any of these things Timico will give the Customer as much notice as possible.

4.5 Timico will provide a Helpdesk for the Customer available weekdays 9.00am - 5.00pm excluding public and bank holidays. Upon initial fault diagnosis by Timico, those faults that in Timico's opinion are not attributable to the Service shall be referred back to the Customer who reported the fault.

4.6 Timico will take all reasonable steps to ensure that the Service meets an acceptable service standard but no specific guarantees of service standards are offered in respect of the Service. In particular Timico offers no guarantee or warranty for the performance of the Internet.

## **5. Use of the service**

5.1 It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service in any country in which it is provided.

5.2 The Service must not be used in any way that:

- does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful;
- does not comply with any instructions given under paragraphs 4.5(b) and 6.1 or other public telecommunications operator or other competent authority, in any country where the Service is provided.

5.3 The Customer must indemnify Timico against any claims or legal proceedings which are brought or threatened against Timico by a third party because the Service is used in breach of paragraphs 5.1 or 5.2. Timico will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.

5.4 The Service must not be used:

- to send, receive, transfer, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- to cause annoyance, inconvenience or needless anxiety;
- to send or provide or receive unsolicited advertising or promotional material;
- other than in accordance with the Acceptable Use Policy, the acceptable use policies of any connected networks and the Internet standards.

5.5 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service:

- in contravention of paragraph 5.1 of this Service Schedule; or
- in any way which, in Timico's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from Timico,

Timico can treat this as a material breach of the Contract and terminate this Contract forthwith.

5.6 The Customer acknowledges that Timico has no control over the information transmitted via the Service and that Timico does not examine the use to which customers put the Service or the nature of the information they are sending or receiving. Timico excludes all liability of any kind in relation to such information and use.

## **6. Connection of equipment to the service**

6.1 The customer must ensure that any equipment:

- connected to or used with the Service must be connected and used in accordance with any applicable instructions, safety and security procedures; and
- attached (directly or indirectly) to the Service is compliant with any relevant legislation.

## **7. Access to sites**

Timico does not authorise or guarantee access to any of the Sites for the Customer to use the Service or guarantee that Service will continue to be available from a specific Site.

## **8. Charges**

The Customer must pay in advance via Credit Card the charges for the Service option selected on-line at [www.KeZone.com](http://www.KeZone.com) and this forms part of the Contract.

## **9. Customer Responsibilities**

9.1 The Customer is responsible at its own expense for having suitable computing equipment such as laptop or pocket personal computers with wireless LAN and associated software and configurations for use with the Service.

9.2 The Customer is responsible for the security and proper use of all login names and passwords used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

9.3 The Customer must immediately inform Timico if there is any reason to believe that a login name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in a manner not authorised by Timico.

9.4 The Customer must not change or attempt to change a login name.

9.5 Timico reserves the right to suspend login names and password access to the Service if at any time Timico considers that there is or is likely to be a breach of security.

9.6 Timico reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.

9.7 The Service does not prevent the Customer implementing additional security eg. firewalls on the Customer's equipment or networks.

## **10. Limitation of liability**

10.1 Timico accepts unlimited liability for death or personal injury resulting from its negligence. Paragraphs 10.2, 10.3 and 10.4 do not apply to such liability .

10.2 Timico has no liability for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profits, or savings the Customer expected to make, waste expense, financial loss or data being lost or harmed.

10.3 Timico's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £100,000 for any one incident or series of related incidents and to £200,000 for all incidents in any period of 12 months.

10.4 Timico is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including internet registration authorities) or for faults in or failures of their equipment.

10.5 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

## **11. Matters beyond the reasonable control of either party**

11.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees) or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

11.2 In the event of:

- a refusal or delay by a third party to supply a telecommunications service to Timico and where there is no alternative service available at reasonable cost; or

- the imposition of restrictions of a legal or regulatory nature which prevent Timico from supplying the Service
- then Timico will have no liability to the Customer for failure to supply the Service.

## **12. Variation**

Timico may change the conditions of this Contract upon 28 days notice to the Customer published at [www.KeZone.com](http://www.KeZone.com). If Timico changes the conditions to the material detriment of the Customer, the Customer may terminate this Contract upon written notice to Timico.

## **13. Third Party Rights**

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

## **14. Law and Jurisdiction**

This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.