

### Service Specific Terms and Conditions

Timico Limited ("Timico") of Beacon Hill Park, Newark, Nottinghamshire, NG24 2TN, provides Metered and Un-Metered Dial-Up, Global Roaming Internet Access, DSL, Domain Name, FTP, WWW Web Space and SMTP Mail Services on the following Terms and Conditions and the Client acknowledges that Timico will not process an order without signed agreement to the service specific Terms and Conditions in addition to our Standard Terms and Conditions which the Client understands and agrees to, the following:

#### 1. Dial-Up

- 1.1. That single access accounts are for the solitary use, and that attempts to simultaneously authenticate multiple users are strictly prohibited.
- 1.2. That the minimum subscription period is twelve months, every twelve months, and that failure to notify Timico by at least one month prior to the commencement of a new twelve-month period renders the Client liable for any new and additional period.
- 1.3. That the disclosure of passwords to any third party by the Client is strictly prohibited, except where the Client requires a third party, such as a Technical Consultant, to have access to the account and the associated password when Timico will supply the password to the third party upon receipt of a formal written request made writing on headed paper.
- 1.4. That if the Client requires any changes or modifications to any username or password then an administration charge may apply at the then current rate shown on the price list.

#### 2. Routed Solutions

- 2.1. That Timico holds all router access passwords when such a device is supplied. If these details are required by the Client then the Client takes full responsibility for any subsequent issues that may arise from changes to the configuration of the router, and the Client agrees to be liable for, and Timico reserves the right to charge for standard engineering time spent on any device at the rate that may apply from time to time in accordance with the price list.

#### 3. Fixed IP's

- 3.1. IP address allocations are only valid as long as the criteria for the original assignment continue to be met and will remain valid only for the duration of the contractual agreement between the Client and Timico.
- 3.2. Timico may at any time and without notice re-assign any IP address after the completion and / or termination of the Clients agreement.
- 3.3. Timico may re-assign any IP address for any technical reason by giving three month's notice.

#### 4. iPass – Global Remote Internet Access

- 4.1. To accept the full liability for any and all charges incurred through the use of the iPass global internet access roaming facility, howsoever such charges may arise.
- 4.2. To accept that while in the UK the Client can access the Internet both wirelessly and via wired or dial up connections that while using the iPass software that will also result in roaming charges.
- 4.3. That Timico are not liable for any Internet or e-mail connectivity failures or other failures including in the provision of service by any other iPass global alliance partnership members, or at all.
- 4.4. That whilst connecting to the Internet or e-mail with iPass Technical Support may also be provided by global alliance partnership member in the country where the service is being used.



4.5. That Timico will bill you monthly in arrears for all usage based and on a pence per minute rate, or flat daily rates at rates that may apply from time to time for all the time spent on line, or attempting to get on line, as per the then current price list, which may vary without prior notice.

#### 5. Un-metered Dial-Up Access

5.1. That Atlas allow Internet access via an access telephone number that will incur no call charges. Atlas will in effect provide a allowed number of inclusive call minutes to use each month.

5.2. That Atlas may require a deposit to be paid on account.

5.3. Additional usage charges may also be charged when any usage occurs in excess of the allowable usage and any excess usage charges in addition to any subscription charges or deposits and these excess usage charges will be calculated and invoiced on a per call basis. Usage charges (after the allocation of free inclusive calls have been used) are 1.80 pence per minute (+VAT) for daytime calls, 0.95 pence per minute ( + VAT ) for evening calls, 0.95 pence per minute (+VAT) for weekend calls.

5.4. Atlas are entitled to change the usage charges, by giving 7 days notice.

5.5. Service may be suspended by Atlas if usage exceeds the deposit paid or expected monthly usage, or if usage if otherwise irregular or suspected of being an abuse of the service at any time.

5.6. That any dispute relating to the usage charges will only be reviewed after payment has been made in full and without deduction or off-set in the first instance.

#### 6. Domain Names, and Domain Name Registrations

6.1. By registering a .uk domain name, our Clients enter into a contract of registration with Nominet UK on the following terms and conditions:

<http://www.nominet.org.uk/ReferenceDocuments/TermsAndConditions/>

6.2. By registering a global top level domain, you agree to abide by the policies and procedures of ICANN available at:

<http://www.icann.org/dndr/udrp/policy.htm>

6.2.1 And when applicable the policies of our chosen registrar, a wholly owned subsidiary, Atlas Advanced Internet Solutions Limited, available at:

<http://www.atlas.net.uk/t&cs>

6.2.2 And when applicable the policies of our chosen registrar, available at:

<ftp://ftp.networksolutions.com/partners/Agreements/vrsn-service-agreement.pdf>

6.2.3 And when applicable the policies of our chosen registrar, available at:

<http://resellers.tucows.com/opensrs/contracts/tld/exhibita>

6.3. By registering any other domain the Client may also enter into a contract with that domains registry. These terms and conditions are a separate contract to any arrangement you may have with Timico or any other third party for the provision of any other services.

#### 7. DSL

Where as "The Provider" refers to the xDSL wholesale service provider used by Timico to deliver the service.

7.1. That Services such as ISDN, BT Highway, PBX lines, RedCare, BT VideoStream, BT DataStream, Pulse Meeting Facilities or coinbox cannot be provided on the same line as a DSL connection. Fax and Normal Analogue phone services will be retained on the DSL line. The standard PSTN Telephone Number will be retained if possible, if not a new number will be allocated.



7.2. To experience a temporary 10-20 minute break in telephone service whilst work is carried out at the exchange prior to the Client's conversion to DSL.

7.3. That it is not possible to run DSL over an ISDN line, without first converting ISDN back to an analogue PSTN phone line service, and that Timico cannot arrange for / or do this conversion.

7.4. That lead-times are only a guideline and not guaranteed at all, and it is possible that the Provider will not meet the lead-time.

7.5. That Timico is not responsible for any delays in the provision of a DSL connection or any problems with the provision that result from the Provider. This includes the allocation of a service commencement date.

7.6. That the Provider will only liaise with Timico for commencement of service and fault reporting. (At no point will the Provider liaise directly with the customer.)

7.7. That current Service Level Agreements for DSL have no provision for compensation under any circumstances, and that Timico will not pay compensation for any problems arising from the Provider.

7.8. That the Client will be charged a cancellation fee if the Client cancels the DSL order after the Provider has allocated a confirmed date. Similarly, if an engineer's visit is aborted as a result of access to the premises not being available, a fee will also be charged.

7.9. That wires-only DSL services are provided on a minimum three-month contract, and that cancellation within this period will not result in a refund. Thereafter the Client will provide Timico with not less than one months notice should the Client wish to cancel the service.

7.9.1 That if there is a move of premises during the minimum three month contract period for this service that liability to pay for the remainder of the contracted period for the original line in full will apply and / or for a new contract at my new premises.

7.9.2 That any changes to network or line speed configurations after the initial installation will be subject to a upgrade or re-grade fee.

7.10. That any security alarm system connected to any converted line should be tested at the Client's own cost after the Provider has installed DSL at the Client's premises.

7.11. That all computers must be configured to use TCP/IP in order to access DSL services. Timico only support DSL systems running Mac OS8 or greater, or Microsoft Windows 98 or higher.

7.12. To the sole responsibility for all filters, DSL modem or routers and any cables supplied and the fitness for the purpose of any equipment ( unless supplied by Timico ) is the responsibility of the Client. Timico is not liable for configuration or maintenance of any such equipment.

7.13. To be responsible for checking the equipment on-site when reporting a fault with DSL services. (Timico is not responsible for faults arising from equipment not supplied as part of the ordered service.)

## 8. FTP and WWW

### 8.1. Limits

8.1.1. Not to go over and above the pre-agreed limit, the service may be restricted to the amount of web space in both megabytes of allocated space and ftp bandwidth in gigabytes transferred per annum shown of the order form, or the limit may be a minimum committed limit, in both cases if the limit is exceeded then the Client becomes must pay for the new and additional costs, at the rate shown on the then current pricelist.



## 8.2. Content

- 8.2.1. Not to allow access to any content of an adult nature without displaying on the site a warning page that specifies the nature of the content of the site.
- 8.2.2. Not to use any server-side CGI or other program(s) other than those specifically placed by Timico into the main cgi-bin directory without the specific prior signed written consent of Timico.
- 8.2.3. Not to resell web space to any third party.
- 8.2.4. To ensure that data offered via web or ftp space does not break any UK, or EC laws or any applicable law in the Clients home country.

## 8.3. Access and Backups

- 8.3.1. Not to disclose any password to any third party, except where there is a requirement for a third party (such as a web designer) to access the site; then Timico will supply the password directly and as instructed to the third party after receipt of a specific written request to do so in writing on letter headed paper.
- 8.3.2. To be responsible for keeping backups of all data. Timico is not responsible for any data loss howsoever caused.
- 8.3.3. That Timico are not responsible for downtime resulting from the transfer of, or pending registration of a domain name.

## 8.4. Usage Statistics

- 8.4.1. That any GUI / log file statistics for any site are provided free of charge and on a best effort basis, errors and omissions are accepted.

## 9. SMTP Mail

### 9.1. Know-How

- 9.1.1. That the Clients technical contact will liaise with Timico when the service is configured, set-up and brought into service, and that the technical contact has a good working knowledge of SMTP mail.
- 9.1.2. Timico reserve the right to charge for engineering support provided in accordance with the then current hourly rates as per the price list.

### 9.2. Liability

- 9.2.1. Timico are not responsible for loss of e-mail, or interruptions to the supply of e-mail that resulting from the transfer of any domain name.

### 9.3. Fair use

- 9.3.1. That mail account(s) are not for the sending of bulk or unsolicited emails for any reason whatsoever,
- 9.3.2. not to send e-mail or post articles with headers modified in such a way as to disguise the true source of any communication, and to ensure that a real return e-mail address is present and obvious.
- 9.3.3. Not to email any e-mail address that has specifically instructed or requested otherwise.
- 9.3.4. Not to relay mail on behalf of any third party under any circumstances whatsoever, failure to comply and / or continuously adhere to this term will result in any and all services being suspended without notice.



#### 9.4. Set-up

9.4.1. that SMTP mail feeds are set-up during usual office hours on Monday to Thursday only.

9.4.2. if a specific day is required for any mail changeover that this day must be mutually agreed in advance.

