

RCG Global Networks Ltd

Conditions for the provision and rental of Broadband services - Version 3.08

1. The Service

We (RCG Global Networks Ltd) will supply you (the Customer), with Broadband Access Connections (the Service) by means of a shared high capacity connection pipe via existing telephone lines. The service does not include any telephones or other equipment that we may supply to you under a separate agreement. In providing the service, we will endeavour to use the reasonable skill and care of a competent telecommunications service provider.

2. Characteristics

The current Broadband Access Provider used by RCG Global Networks is British Telecommunications plc.

The current Broadband Access Options are,
a) Standard up to 8Mb download/448K upload
b) Premium up to 8Mb download/832k upload

The contention ratios, upload/download speeds and bandwidth for the above shall be as available from the Broadband Access Provider from time to time.

Better contention ratios apply to Premium than Standard.

3. Things we may have to do

3.1 We may have to do carry out works that could affect the Service. These things are listed below in paragraph 3.2. If we have to interrupt the Service, we will restore the service as quickly as we can.

3.2 Occasionally we may have to:

- Interrupt the Service for operational reasons or because of an emergency;
- Give you instructions that we believe are necessary for health or safety, or for the quality of the Service that we supply to you or to our other customers.

4. Performance

The service will otherwise have the contention rates, specification, characteristics, performance, and functionality set by the Broadband Access Provider.

The performance of the circuit connection and times experienced will depend on a range of factors, including contention ratio, bandwidth, network congestion and internet congestion.

5. Requirements

The provision of the service is subject to all relevant geographical and other technical requirements and conditions of the Broadband Access Provider being satisfied with respect to the customer, any local loop and any exchange or telecommunications gateway to which the customer telephone line is to connect.

6. Use of your information

6.1 We will use the information we have about you and your use of the Service for marketing purposes. However, we will not do so if you ask us not to.

6.2 For your information we process your billing data and information about your use of our service (this includes information about your bill size, the numbers you call and the times you call) for marketing our own telecommunications products and services. This allows us to better inform you about products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. For example, we are able to help you benefit from discounts to frequently called numbers and destinations. We do not disclose this information to anyone else. We need your consent to continue to give you all the benefits that this processing provides and will assume we have it, unless you tell us otherwise by writing to us at RCG Global Networks Ltd, Unit 10 Stammerham Business Centre, Capel Road, Rusper, Horsham, West Sussex RH12 4PZ or any other address we give you.

7. Change of Address/Telephone Line

If a customer wishes to change Premises at which any service is provided or change the customer Telephone Line through which any Broadband service is provided, then this will be treated by RCG Global Networks as if the Broadband service had been terminated and re-ordered, and may be charged accordingly. This is known as a "cease and re-provide" and in such cases, a new set-up will be involved and RCG Global Networks may raise an additional Set-Up Charge.

7. Service Equipment

Any Router, cabling and/or other terminating equipment provided by the Broadband Access Provider at any customer premises shall remain the property of the Broadband Access Provider and shall not be interfered with by the customer.

8. Repairing faults

RCG Global Networks will apply the Broadband Access Providers standard maintenance service level (which under its current terms involves BT clearing a fault within 40 hours of receipt of a fault report), or such other equivalent standard service as the Broadband Access Provider may replace this from time to time. Increased service levels may be available to RCG Global Networks, for which RCG Global Networks may increase the charge.

10. IP Addresses

Where Broadband Internet Services have been selected, RCG will supply IP Addresses, which will be either static or dynamic. For the avoidance of doubt, the customer shall not obtain ownership over any IP addresses provided by RCG Global Networks. The customer may alternatively provide IP addresses. If the Broadband service is being provided, the customer will be responsible for supplying the IP Addresses. Each customer can have a maximum of 8 IP addresses.

11. Usage

11.1 The customer must not use the service in any way that could detriment the performance of the Network systems. RCG Global Networks reserves the right to take appropriate action in such circumstances.

11.2 The Service shall not be used for or in connection with any activity, which would be criminal, fraudulent or otherwise unlawful under any applicable law, to send, knowingly receive, upload, download, or process any data, information or other materials which is immoral, offensive, abusive,

indecent, defamatory, obscene or menacing, improper, or may cause annoyance, inconvenience or needless anxiety, or is in breach of any copyright, confidentiality obligation, or any other intellectual property right, and/or to spam or otherwise to send or procure the sending of any unsolicited advertising or promotional material, unless permitted by law, or knowingly to receive responses to any spam, unsolicited advertising or promotional material.

The customer is solely responsible for ensuring adequate security systems are in place to prevent unauthorised or fraudulent use-age for example, making of telephone calls using a Voice over IP connection.

12. Access to Customer Premises

To enable us to carry out its obligations under the agreement, the customers must provide to representatives of RCG Global Networks and any Broadband Access Provider access to all customer premises at all reasonable times, including access for the purposes of installation, inspection, maintenance, replacement, upgrade, or removal of the Broadband Access Connection and any equipment associated with it.

13. Facilities

The customer is responsible for providing all equipment, software, systems and facilities necessary to make use of the service. In particular, the customer shall be responsible for protecting their own computer equipment used to access the services from viruses, spyware, or other malicious or harmful programs.

14. Passwords

The customer is responsible for all use and misuse of any passwords giving access to the service. The customer shall notify RCG Global Networks promptly of any suspect misuse or security breaches, which come to their attention.

15. Disclosure of Information

RCG may disclose any password and encryption keys, and any information it may have gathered or which it is storing for or concerning the customer in the provision of the customer services, to comply with all applicable laws and lawful governmental requests, which may be without notice.

16. Inspection

RCG shall be entitled to inspect and monitor from time to time all usage being made by the customer including communications being sent and received and data being hosted and processed, to verify compliance with these usage conditions.

17. Enforcement

If RCG become aware that any customer is using the service in breach of these usage conditions, RCG shall take reasonable steps to investigate this and enforce these usage conditions.

18. Suspension

Where, acting reasonably, RCG Global Networks considers that any service is being used in breach of these usage conditions, or that any use being made of the service may cause RCG Global Networks to incur any legal liability or to commit any offence, or RCG Global Networks suspects that any password is being misused, then RCG Global Networks may temporarily suspend the service and remove or require the customer to remove any offending materials stored or processed using the services, pending investigation. RCG Global Networks will endeavour to give 5 days notice of such action, unless shorter notice or no notice is justified in the circumstances.

RCG Global Networks will only be obliged to re-instate the service if RCG Global Networks is reasonably satisfied that no breach has occurred or will continue and that no liability will be incurred or offence will be committed by the customer.

Charges will continue to be payable during such period of suspension.

29. Domain Names

The Customer is responsible for registering and renewing all domain names used in connection with the service unless we are hosting the domain name.

20. Charges

You must pay the charges for the Service as set out in our Price List. This applies whether you use the Service or someone else does.

21. Bills

We will send you your first bill shortly after we provide the Service. We will send you further bills about every month, but we may send you a bill at any time including any charges in arrears. We will send bills to the address you ask us to.

22. Payments in advance and deposits

We may ask you for an advanced payment. This will not be more than the connection charge and rental for the Minimum Period. We may use the services of a Credit Reference Agency in order to approve your application for services. We reserve the right to decline any application that does not meet our criteria.

23. When you must pay

You must pay all charges and rental within 14 days of you receiving your bill and deposits when we ask for them. Payments to be made by Direct Debit only unless agreed in writing by RCG Global Networks Ltd.

24. Supplying a place and electricity for our equipment

We may have to place equipment on your premises to provide you with the Service. You must provide a suitable place and conditions for our equipment. If we have to supply equipment that needs a continuous mains electricity supply and connection points, you must provide them where we need them at your own expense.

25. Preparing your premises

You must prepare your premises before we arrive according to any instructions that we give you. When our work is completed, you will also be responsible for replacing items to their existing position and for any necessary re-decorating.

26. Damage

Nobody must tamper with our equipment that is on your premises. If anyone does and there is any damage to or loss of our equipment, you must pay the charge in our Price List for any necessary repair or replacement.

27. Indemnity

27.1 You shall indemnify us, our servants, agents and subcontractors in respect of all actions, suits, claims, demands, costs, charges or expenses arising from damage to or destruction of property, personal injury or death whether caused by the negligence of yourselves, your servants, agents or subcontractors in executing the contract or howsoever caused, provided that you shall not be liable to indemnify the Seller its servants, agents and subcontractors in respect of any action, suit, claim, demand, cost, charge or expense arising from personal injury or death caused by proven negligence of ourselves, our servants, agents and subcontractors.

27.2 You shall indemnify RCG Global Networks against any liability RCG Global Networks may incur as a result of any breach of the above conditions, including in respect of content uploaded or downloaded, e-mails sent and received, and materials placed on any web space provided under the service. We shall not be liable for any loss, damage, delay or default due to circumstances beyond our control including (without limitation) that due to any public telecommunications operator or third party service provider.

27.3 If you use the Service for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them

27.3 We have no liability under this agreement for a failure in provision of the Service or the Service itself. This does not affect our liability if we are negligent.

27.5 We have no liability for any loss or any loss of business, revenue, profit, or savings you expected to make, wasted expense, financial loss or data being lost or harmed.

27.6 In no circumstances shall our liability howsoever arising, whether in contract, tort or otherwise, exceed the total contract value in aggregate and per claim.

27.7 We shall under no circumstances be liable for any indirect, special or consequential loss or damage (including loss of anticipated profit) howsoever arising even if you have been advised of the possibility of such potential loss or damage

27.8 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

28. Matters beyond our reasonable control

We will not be liable if we cannot do what we have promised in this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees).

28.1 If as a result of a Force Majeure Event, RCG shall have lost or have available insufficient resources or capacity to perform all contracts which RCG has entered into, whether with the Customer or any third party, either at all or on time, RCG shall be entitled to allocate its remaining resources and capacity to such contracts as RCG shall in its sole discretion determine, and to decide in its sole discretion which of its contracts RCG will perform and to what extent.

In the event that a party remains subject to a Force Majeure Event for a period longer than 2 weeks, such that it is unable to perform this Agreement to a material extent (including in the case of RCG not being able to supply the services at all or to a satisfactory standard), then the other party shall be entitled either to allow further time for performance, to which this Clause shall apply, or terminate this Agreement. A "Force Majeure Event" means: (1) acts of God, (2) war declared or undeclared, threat of war, terrorism, hostilities, invasion, revolution, riot, civil commotion, or act of the public enemy, insurrection, public demonstration, blockade, and sabotage, (3) the act of any government agency, governmental restraint, act of legislature, or any directive or requirement of a competent authority governing either party, (4) strikes, lock-outs or other industrial actions or trade disputes of whatever nature, (5) lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, (6) shortage of or prevention from or hindrance in obtaining in any way labour, parts, materials, fuel, energy or other supplies, either at all or at an economic cost; (7) failure of power supply; (8) explosion, fault or failure of plant or machinery (which could not have been prevented by due diligence), (9) any interruption, termination or failure of any Third Party Service as a result of any of the events in this Clause 13.5 affecting that third party, or (10) any reasonably unforeseeable and excessive demand for any goods or services; (11) any delay or failure by any of its sub-contractors to perform their obligations as a result of any of the above events affecting a party or its sub-contractor; and (12) any other event or circumstance, which beyond the reasonable control of a party.

29. If you break this agreement

29.1 We can suspend the Service or end the agreement (or both) at any time without telling you if:

- you break this agreement or any other agreement you have with us for telephone (including payphone), telex or private service and fail to remedy the breach within a reasonable time of being asked to do so;
 - we believe that the Service is being used in a way forbidden by paragraph 11. This applies even if you do not know that the Calls are being made or the Service is being used in such a way;
 - bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgement of a Court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.
- 29.2 If you miss a payment, we will not suspend the Service or end the agreement until 7 days after the payment was due. However, if we suspend the Service and you miss another payment during the 12 months after we provide the Service again, we may then suspend the Service or end the agreement (or both) 7 days after the payment was due. In the case of a bill for Call charges only we may suspend the Service or end the agreement (or both) 7 days after payment was due.

29.3 If we suspend the Service, we will not provide it again until you do what you have agreed, or satisfy us that you will do so in future or that the Service will not be used in a way that is forbidden by paragraph 11.

29.4 If we suspend the Service because you break this agreement, the agreement will still continue. You must pay us rental until we end the agreement by giving the required notice.

30. Arbitration

If we cannot resolve any dispute with you, you can refer the dispute to the Chartered Institute of Arbitrators under our simple procedure. This does not apply to disputes that involve more than £5,000 or a complicated issue of law. Details of how to refer a dispute to arbitration are set out in our Code of Practice for Consumers. Changing and ending the agreement

31. Changing the agreement

31.1 In general
If you ask us to make any change to the Service we may ask you to confirm your request in writing. If we agree to a change, this agreement will be changed when we confirm the change to you in writing.

31.2 Conditions
We can change the conditions of this agreement including our charges at any time. We will give you at least 2 weeks notice of any change to these conditions. Any terms and conditions on the Customer's order form or other similar document shall not be binding on RCG and these Conditions shall prevail.

32. Transferring the agreement

You cannot transfer or try to transfer this agreement or any part of it to anyone else.

33. Cancelling the Service before it is provided

You may cancel the Service at any time. However, after the contract has been signed and received by us, you will be liable for the administration charge. Also you may be liable for any work we have carried out or money we have spent on your behalf prior to the service being installed.

34. Contract Duration

This Agreement shall continue for an initial period as specified overleaf ("the Initial Period").

35. Ending the agreement after the Service is provided

35.1 Subject to clauses 35.2 and 35.4 hereof this Agreement shall continue until either RCG or the Customer gives 42 days notice of termination such notice to expire on the last day of the Initial Period or any anniversary thereof. Request for termination after this period will be considered as notice for the next contract period.

35.2 Either RCG or the Customer shall be entitled to terminate this Agreement if (a) the other commits a material breach of its obligations and fails to remedy such breach within 14 days written notice thereof. (b) The other enters into receivership, administration or liquidation or compounds with its creditors.

35.3 If RCG terminates this Agreement pursuant to clause 35.2 at any time during the Initial Period it shall be entitled to recover from the Customer by way of liquidated damages a sum equal to the aggregate amount of 1.0% for each complete month between the date of termination and the expiry of the Initial Period.

35.4 RCG shall be entitled to terminate this Agreement forthwith by notice in writing if at any time in the reasonable opinion of RCG the Equipment becomes unserviceable or not economically serviceable.

35.5 Any termination by either RCG or the Customer pursuant to clause 35.4 shall be without prejudice to the rights and obligations of the parties hereto.

The other things we need to tell you

36. How to give notice

Any notice given under this agreement must be delivered by hand or sent by telex or prepaid post as follows:
(a) to us at the address shown on the Service Agreement form or on your last bill, or at any other address we give you;
(b) to you at the address you have asked us to send bills to.

37. Other documents

Our Price List contains explanations, definitions, notes and conditions, form part of this agreement. You can see a copy of our Price List or obtain copies of the relevant pages at our main office.

38. Third-Party Rights

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

39. Explanations of certain words

"BT" means British Telecommunications PLC

"your equipment" means equipment that is not part of our network and which you use or intend to use with the Service.

"your line" means a connection to the BT network.

"main telephone socket" means the point where your equipment is connected to the BT network which is called the Network Termination Point.

"Minimum Period" means the initial period of the Service as set out in your contract.

"the network" means BT's public switched telecommunications network.

"your premises" means the place where the Service is or will be provided.

"relevant standards" means the standards designated under Section 22 of the Telecommunications Act 1984.

"Service" means all or part of the Service explained in paragraph 1 and any related services listed in our Price List that we agree to provide to you under this agreement.

"we", "us" and "RCG" means RCG Global Networks Ltd or the body corporate which bears the English company registration number 4495713.

"working day" means Monday to Friday not including Public Holidays.

"you" means the customer we make this agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.