

Hire agreement

● Customer details (Invoice address)

● Installation address (if different)

Full Company Name:

Company Reg Number: VAT Registration number

Business description:

Technical contact

Contact name:

Telephone number:

Fax number:

E-Mail:

Billing contact

Contact name:

Telephone number:

Fax number:

E-Mail:

● Service Provision - 1 year contract - details and summary of charges (Prices subject to VAT)

Speed	Contention	Setup charge	Billing frequency & Charge	Integrated Firewall Option	Notes
<input type="checkbox"/> 128kbps*	1:1	£260	£90pm / £1080pa	Dedicated Firewall Only	Includes Hardware Router
<input type="checkbox"/> 512kbps	50:1	£250	£70pm / £780pa	<input type="checkbox"/> £25pm / £300pa	"
<input type="checkbox"/> 512kbps	20:1	£250	£90pm / £1080pa	<input type="checkbox"/> £25pm / £300pa	"
<input type="checkbox"/> 512kbps	5:1	£250	£130pm / £1560pa	<input type="checkbox"/> £25pm / £300pa	"
<input type="checkbox"/> 2048kbps	20:1	£250	£180pm / £2160pa	<input type="checkbox"/> £25pm / £300pa	"
<input type="checkbox"/> 2048kbps	5:1	£250	£250pm / £3000pa	<input type="checkbox"/> £25pm / £300pa	"
<input type="checkbox"/> 2048kbps	1:1	£250	£680pm / £8160pa	<input type="checkbox"/> £25pm / £300pa	"

*ISDN ONLY

● Professional Dedicated Firewall Option

Users	Setup charge	Billing frequency & Charge	Maintenance & Support	Notes
<input type="checkbox"/> 10	£495	£25pm / £300pa	Hardware Swap Out & Support	Includes 3 Network Interfaces
<input type="checkbox"/> 25	£795	£30pm / £360pa	"	"
<input type="checkbox"/> 50	£1,145	£35pm / £420pa	"	"
<input type="checkbox"/> Unlimited	£2,295	£60pm / £720pa	"	Includes 4 Network Interfaces

● Professional Dedicated VPN Option

VPN User Option	Setup charge	Billing frequency & Charge	Notes
<input type="checkbox"/> 1	£100	£65 - Single Payment	Remote Mobile Secure VPN Link Including Software License
<input type="checkbox"/> 5	£100	£295 - Single Payment	"
<input type="checkbox"/> 10	£100	£495 - Single Payment	"
<input type="checkbox"/> 50	£100	£1995 - Single Payment	"
<input type="checkbox"/> 100	£100	£3495 - Single Payment	"
<input type="checkbox"/> Site to Site	£200	£130 - Single Payment	Multisite Permanent Secure VPN Link Including VPN License

Total Setup Charges £

Recurring £

Monthly/Annually

Please sign to signify
that this page is correct.

Hire agreement

● IP Addressing details

Use NAT (network address translation) No Yes

Select this option is you require a dynamic IP Address.
(Web & Email Hosted by Just Networks UK Ltd).

NON - NAT Option (not required if using NAT)

(Enables customer to host web & email on their own dedicated servers)

Static IP Addressing Allocation

1 IP Address 5 IP Addresses 13 IP Addresses

Internal mailserver IP address

Internal webserver IP address

Mail & Web IP Addresses required for forwarding

Note:- IP Addresses will be assigned in accordance with guidelines laid down by RIPE (<http://www.ripe.net>) Please note that all IP assignments made by Just Networks UK Ltd are assigned Provider Aggregated (PA) and will remain with Just Networks UK Ltd if you choose to cease this service.

● About the installation site

You must have a British Telecom Analogue phone socket and for ethernet installation, the termination point must include a wall mounted power socket within 2 meters of the master phone socket. British Telecom will be unable to install the equipment unless you can confirm:-

Does the room include a wall mounted power socket within 2 meters of the master telephone socket: No Yes

The master socket is a British Telecom Analogue Line: No Yes

The master phone socket is located floor: Room: Location:

Please connect the ADSL service to BT Analogue Telephone No.:-

The following are not suitable for an ADSL installation PBX Lines, RedCare, BT VideoStream, BT DataStream, Pulse Metering Facilities, Coin Box Operated, ISDN2(e), Home Business Home Highway. ADSL may affect other services that are on the telephone line, such as security systems. Such services should be tested once ADSL has been installed.

● Agreement - Signed by an authorised signatory

I agree to be bound by the terms and conditions (which are enclosed on a separate document) which I have read and understood. I am 21 years of age (or older) and that I am an authorised signatory of the company to make this agreement. If I am signing as an individual I understand that I may be subject to a credit check.

Name (Please Print)

For Just Networks UK Ltd.

Position in Company

Position in Company

Date

Date

Signature

Signature

JUST NETWORKS UK LTD Terms and Conditions

Measurement Conditions for determining Service Levels

The Core Network Element of JUST NETWORKS UK LTD. will have a Customer to Network Access Point (NAP) availability of better than 99.5%.
The Server Element of JUST NETWORKS UK LTD. will have a service availability of better than 99.5%.

Notes:

- 99.5% availability is considered 'worst case'
- These calculations, are made on a 'sliding' 30 day period. Therefore, 99.5% means less than a total of 216 minutes (3.6 days) downtime over the preceding 30 day period. The calculation is performed at 23:59 local time everyday. The calculation is: 0.5% x 24 HOURS x 30 DAYS. The granularity of the calculation is 5 minutes i.e. the availability tests are made every 5 minutes.
- Planned Outages (i.e. planned work that causes a break in service) will be excluded from the calculation except when these planned outages over-run their allocated time.
- This statement is valid for all Customers of JUST NETWORKS UK LTD., unless otherwise stated.
- The Core Network Element in the context of this statement. Transport and JUST NETWORKS UK LTD. Gateway routers. It does not cover customer equipment.
- The Service Element in the context of this statement is defined as DNS (primary and secondary), mail, authentication (primary and secondary), caching and Would be Web services. Details of any security firewalls between the servers supplying the Services and the Customer are also included.
- This availability is subject to change.

Terms and Conditions

1 Definitions and Interpretation

1.1 In this agreement, unless the context otherwise requires: 'Customer means the person who orders the Service and that person shall be taken to include bodies corporate or unincorporate.

'Order Form' means the terms which the Customer signed to order the Service; '

'Agreement' means the contract between JUST NETWORKS UK LTD. and One Customer Incorporating these terms and conditions; the Conduct Rules; any special terms agreed between JUST NETWORKS UK LTD. and the Customer set out in the order forms, all as amended from time to time pursuant to clause 2.2. If there is any inconsistency between any special terms and any other terms of this Agreement, the special terms shall prevail;

'Access Line' means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to JUST NETWORKS UK LTD.

'Conduct Rules' means the Instructions given by JUST NETWORKS UK LTD. pursuant to Clause 6.1 relating to acceptable use;

'Carrier' means any supplier of telecommunications services to JUST NETWORKS UK LTD. for the Service.

'Equipment' means the switches, routers, servers, computers, firewalls and other items of hardware to form a Connection and interface to the service;

'Internet' means the global data network comprising interconnected networks using the TCP/IP ("Transmission Control Protocol / Internet Protocol");

'Internet Address' means an Internet Protocol address (IP Address);

'Law' means criminal law, Statute or regulation, guideline code of conduct (whether or not having the force of law) in any jurisdiction to which JUST NETWORKS UK LTD. Or the Customer from time to time be subject to;

'Name' means any name specifically requested by or allocated to the Customer for provision of the Service and shall include without limitation, any domain name or mailbox name;

'JUST NETWORKS' is a trading name and means Just Networks UK Ltd, a private limited company registered in England No. 418229 and whose registered office is at 28 Yarm Road Stockton on Tees TS18 3NG;

'Service' means the services provided by JUST NETWORKS UK LTD. where by the Customer may gain access to the Internet via a telecommunications system and, where applicable, any means and facilities provided by JUST NETWORKS UK LTD. for the Customer in connection with the Service Including (if appropriate) the Firewall service;

'Software' means any proprietary software supplied to the Customer by JUST NETWORKS UK LTD. in relation to the Service;

'User Documentation' means any documentation relating to the Services and / or any Software, supplied by JUST NETWORKS UK LTD., either on paper or on-line.

1.2 The Customers undertaking not to do any act or thing shall be deemed to include an undertaking that the customer shall not permit or suffer the doing that act or thing.

1.3 The expressions "Customer" and "JUST NETWORKS UK LTD." shall include their respective successors and permitted assignees and their respective employees and agents.

2. Provision of service

2.1 JUST NETWORKS UK LTD. agrees to provide the Customer with the Services, on the terms and conditions of this Agreement

In providing the Services, JUST NETWORKS UK LTD. is acting as agent for and on behalf of other operating companies which are licensed to provide telecommunications services under the Telecommunication Act 1964.

2.2 JUST NETWORKS UK LTD. reserves right to amend this Agreement (including) but not limited to these terms and conditions, JUST NETWORKS UK LTD. price schedule and the Conduct Rules at any time upon not less than 30 days notice to the Customer. Amendments re the Conduct Rules will be posted on-line.

JUST NETWORKS UK LTD. will notify the customer in writing of changes to the Price or to this Agreement. The Customer may terminate this Agreement as provided in clause 9.3 if it does not wish to be bound by such new terms and conditions. Continued use of the service or failure to terminate this Agreement will be deemed to constitute acceptance of the new terms and conditions.

2.3 it is technically impracticable to provide the Service free of faults and JUST NETWORKS UK LTD. does not undertake to do so.

2.4 JUST NETWORKS UK LTD. does not warrant that the Customers use of the Service will be uninterrupted and given the nature of the Internet does not warrant that any messages or information transmitted via the Service will be transmitted accurately, reliably in a timely manner or at all The Customers sole remedy for dissatisfaction with the Service is to terminate this Agreement under clause 9.1.

2.5 Use of the Service enables the Customer to access the Internet and other material. Apart from any World Wide Web site controlled by JUST NETWORKS UK LTD. and other material provided by JUST NETWORKS UK LTD., JUST NETWORKS UK LTD. does not control and is nor responsible for the content of material obtained using the Service.

The Customer is responsible in all circumstances for determining the suitability, legality and lawfulness of accessing, viewing, uploading or downloading any material from the Internet.

The Customer is responsible for obtaining all computers and other equipment or services necessary to properly use the Service, except for that specified on the order form

The Client acknowledges that the Service will depend upon the characteristics of the Access Line and that where the Carrier is unable to supply the Service JUST NETWORKS UK LTD. shall have the right to terminate this Agreement without liability to the customer.

2.6 You acknowledge that during the installation of the Equipment for the provision of the Service your Access Line may suffer a temporary loss of telephone service which shall be reinstated following installation and / or interference to any other Access Line services (e.g. Access Line security systems) without any liability to JUST NETWORKS UK LTD. -

3 Charges

3.1 The Customer will pay a charge for the Service as set out on the order form. All Charges are subject to VAT. Charges may be varied with thirty (30) days notice. In addition JUST NETWORKS UK LTD. or the Carrier shall be entitled to charge:

an Abortive Visit Charge of £125.00 (+VAT) if the information that the Customer has supplied is incorrect and that is not technically possible to provide the Customer over your existing Access Line; and where it is necessary to relocate the existing telephone line master socket to provide the Service: a charge of £69.00 (+VAT); and a Rewiring Charge, if the Customer consents to a Carrier engineer making good any existing non-Carrier installed wiring re make it, fit for Installation of the Service; and an Administration Charge where the Customer provides illegible, materially incomplete or incorrect Order details, at £46.00 (+VAT) minimum charge and £23.00 (+VAT) per Subsequent hourly charge or part thereof and a charge for the Carrier to work outside its normal hours in connection with its supply of the Service to the customer

3.2 The accessing of information and services provided by third parties via the Service maybe subject to those third parties terms and conditions (including but not limited to as to payment). The Customer is responsible for Compliance with those terms and conditions.

3.3 Subject to any provision this Agreement, liability for charges shall commence unless JUST NETWORKS UK LTD. notifies the Customer to the contrary, with effect from the day on which JUST NETWORKS UK LTD. first makes the Service available to the Customer, whether a not the Service is actually used, the first charge being calculated on a pro-rata daily basis re the end of the first billing period, and thereafter for each billing period in advance. Installation charges are payable on signing this agreement. Payment of all charges will be made within 14 days of date of invoice. Unless stated to the contrary, all rates and charges quoted by JUST NETWORKS UK LTD. are exclusive of VAT

3.5 Without prejudice to any other rights of JUST NETWORKS UK LTD., JUST NETWORKS UK LTD. reserves the right to charge interest on overdue amounts (under this clause or any other clause) from the date on which payment thereof was due, or to the date to which it is made (whether before or after Judgement) on a daily basis at a rate of 4% per annum over the base rate from time to time of Barclays Bank PLC. The Customer shall reimburse to JUST NETWORKS UK LTD. all costs and expenses (including legal costs) Incurred in the collection of the overdue amount. Interest shall continue to accrue and costs and expenses shall continue to be reimbursed after the termination of this agreement for any reason.

3.5 If at any time before or during the term of this Agreement the Customer fails to meet the standard of credit worthiness deemed acceptable by JUST NETWORKS UK LTD. from time to time, JUST NETWORKS UK LTD. shall be entitled to:

3.5.1 to require the Customer to make such regular instalment payment in advance on account of any future charges as JUST NETWORKS UK LTD. shall deem necessary;

3.5.2 to impose credit limits on the Customer in respect of charges and to suspend the Service at any time when such limits are reached until payment in full of such outstanding charges has been reached;

3.5.3 to impose such other measures on the Customers rights to use the Service as JUST NETWORKS UK LTD. shall reasonably deem necessary In the event to the Customer does not act in accordance with JUST NETWORKS UK LTD.'s instructions as provided above, JUST NETWORKS UK LTD. Shall be entitled to terminate this agreement forthwith.

3.6 JUST NETWORKS UK LTD. reserves the right to charge a deposit to secure amounts payable by the Customer here under. Such deposit maybe applied by JUST NETWORKS UK LTD. against any outstanding charges by the Customer here under from time to time.

4.0 Name and Customers Details

4.1 The Customer represents and warrants that it is the owner of a that is has been and is duly authorised by the Owner to use any trademark or name requested or allocated to its Name, and that the use of any such trade mark or name does not conflict with an infringe the right of any third party

4.2 The Customer acknowledges that JUST NETWORKS UK LTD. Can not guarantee that any name requested by the Customer will be available or approved for use.

4.3 JUST NETWORKS UK LTD. may require the Customer to select a replacement Name and may suspend the Service if, in the opinion of JUST NETWORKS UK LTD., there are reasonable grounds for JUST NETWORKS UK LTD. to believe that the Customers current choice of name is, likely to be, in breach of the provisions of clause 4.1

4.4 Any Internet address allocated by JUST NETWORKS UK LTD. to the Customer will at all times remain the sole property of JUST NETWORKS UK LTD. and the Customer will have a none/transferable license to use such address for the duration of this Agreement. In the event of the termination of this agreement for what ever reason, the Customer's license to use the Internet address shall automatically terminate and thereafter the Customer will not use the address.

4.5 The Customer shall provide JUST NETWORKS UK LTD. with all personal details reasonably required by JUST NETWORKS UK LTD., including but not limited to the Customers full name, address, telephone number age and payment details (such as credit card numbers and expiry date). The Customer will notify JUST NETWORKS UK LTD. within 30 days of any change to any of the personal details provided to JUST NETWORKS UK LTD.

5.0 Access to Service

5.1 JUST NETWORKS UK LTD. may temporarily suspend and restrict the Service for purpose of repair, maintenance or improvement of any of the facilities of JUST NETWORKS UK LTD. which are necessary to provide the Service; or vary the technical specification of the Service for operational reasons subject to JUST NETWORKS UK LTD. giving the Customer as much online, written or oral advice as is reasonably practicable in the circumstances, and restoring the Services, as soon as reasonably practicable after such temporary suspension.

5.2 JUST NETWORKS UK LTD. shall not be held responsible for the Customer's inability to use the Service due to any Incompatibility between the Customer's equipment and JUST NETWORKS UK LTD. equipment or the Service, or for any breakdown or failure in the equipment used by the Customer, or for any incompatibility of the equipment used by the Customer to use the Service

5.3 The Customer shall remain liable for any charges for the Service, notwithstanding that the Customer is unable to use the Service for army period of time, unless the reason that the Customer is unable to use the Service is wholly attributable to the negligence of JUST NETWORKS UK LTD. Or a wilful default or Omission.

6.0 Client Obligations

6.1 The Client hereby Irrevocably gives permission to JUST NETWORKS UK LTD. and its employees, agents and contractors to:

6.1.1 Execute any works on the Premises for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving replacement, renewal a removal of telecommunication apparatus;

6.1.2 Keep and operate telecommunication apparatus irked an, tinder a over time Premises;

6.1.3 enter the Premises re inspect any telecommunication apparatus kept on, under or over the Premises or elsewhere for the purposes of the JUST NETWORKS UK LTD. Systems. The permission set out above shall continue in force notwithstanding cancellation or termination of this Agreement until such time as JUST NETWORKS UK LTD. has recovered all Equipment from the Client.

6.2 The Customer agrees not to do or allow anything to be done to the Premises that may cause damage to, or interfere with, the Equipment or prevent easy access to it.

6.3 The Customer shall procure at Its own expense all permissions, licences, registrations and approvals necessary for, and considered desirable by, JUST NETWORKS UK LTD. to deliver, install and maintain the Equipment for the provision of the Services.

6.4 JUST NETWORKS UK LTD. shall supply the Customer with the relevant information to enable the Customer to suitably prepare the Premises for delivery and Installation of the Equipment. The Customer shall at its expense provide suitable accommodation, assistance, facilities and environmental conditions for the Equipment and all necessary electrical and other installations and fittings.

6.5 JUST NETWORKS UK LTD. shall use its reasonable endeavours to comply with the Customer's reasonable request in respect of installation but JUST NETWORKS UK LTD. or its contractor or agent's decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment or part thereof shall be final and binding. JUST NETWORKS UK LTD. shall use all reasonable endeavours to provide and install or procure the provision and installation of the Equipment at the Premises so that the Service can be provided on or before any Installation date specified and agreed to by JUST NETWORKS UK LTD. Any Installation date is an estimate only and JUST NETWORKS UK LTD. shall not be liable for any failure to meet such installation dates.

6.6 Following the installation of the Equipment the Standard Tests shall be carried out by JUST NETWORKS UK LTD. or any other third party re ensure that the Service is ready for use. If the Service is not ready for use, JUST NETWORKS UK LTD. shall either repair or replace, at it's sole option, the Equipment or any part thereof and repeat the Standard Tests. The Customer shall be entitled re use the Services following successful completion of the Standard Tests.

6.7 The Equipment shall remain the property of JUST NETWORKS UK LTD. or the supplier of such equipment (including any Carrier) and the Customer shall at all times make it clear to third parties that the same is the property of JUST NETWORKS UK LTD. or a third party supplier of such equipment. JUST NETWORKS UK LTD. may modify, substitute, renew or add to the Equipment from time re time at its absolute discretion.

6.8 The Customer shall be responsible to ensuring at all times the safekeeping and proper use of the Equipment after delivery and or installation at the Premises. The Customer shall be liable to JUST NETWORKS UK LTD. for any loss or damage to the Equipment (except in so far as it can be shown that such loss or damage is attributable to the negligent act or omission of JUST NETWORKS UK LTD.) in particular (without prejudice to the generality of the foregoing) the Customer undertakes:

6.8.1 to keep the Equipment at the Premises and not to move it;

6.8.2 to permit JUST NETWORKS UK LTD. and its employees, agents or contractors to inspect or test the Equipment at all reasonable times;

6.8.3 to comply with all instructions JUST NETWORKS UK LTD. may notify to the Customer and/or with the manufacturer's instructions and not to use the Equipment except In accordance with such written Instructions and in accordance with the law and any applicable licence granted thereunder;

6.8.4 not to cause the Equipment to be repaired or otherwise maintained except by an authorised representative of JUST NETWORKS UK LTD.,

JUST NETWORKS UK LTD Terms and Conditions

6.8.5 not to cause any attachments other than base approved for connection under the Act to be fitted to the Equipment except if accordance with such written authorisation as may be notified by JUST NETWORKS UK LTD. to the Customer from time to time;

6.8.6 not to do anything nor to allow to subsist any circumstances likely to damage the Equipment or detract from or impair its performance or operation and not to add modify or in any way interfere with or impair the performance of the Equipment;

6.8.7 not to attempt to sell, transfer, dispose of, let, mortgage, charge, modify, extend, repair, service, tamper with, remove or interfere with the Equipment or suffer any distress, seizure or execution to be levied against or of the Equipment or otherwise do anything prejudicial to JUST NETWORKS UK LTD. or the owner of such Equipment's rights in the Equipment; and

6.8.8 not to remove, tamper with or obliterate any identification mark(s) affixed to the Equipment or to any part thereof showing that it is the property of JUST NETWORKS UK LTD. Or other third party supplier of such equipment.

6.9 A secure electricity supply is required at the Premises for the installation, operation and maintenance of the Equipment at such points and with such connections as specified by JUST NETWORKS UK LTD.. This power supply is to be provided by the Customer. JUST NETWORKS UK LTD. shall not be responsible for interruption or failure of the Services caused by a failure of such power supply.

6.10 The Customer shall be liable for any loss or damage howsoever caused (including but not limited to lightning or electrical damage) to any part of the Equipment or any of the Customer's own property within the Premises (except in so far as it can be shown that such loss or damage is attributable to the negligent act or omission of JUST NETWORKS UK LTD.). The Customer will notify JUST NETWORKS UK LTD. immediately of any such loss or damage.

6.10.1 The Customer undertakes to indemnify JUST NETWORKS UK LTD. against any and all such loss or damage referred to in this clause 6.10.

6.10.2 Willful destruction or abuse of the Equipment may result in additional charges being payable by the Customer to JUST NETWORKS UK LTD..

6.11 The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.

6.12 The Customer shall ensure that such Customer Apparatus complies with any applicable law. The Customer shall immediately disconnect any such apparatus if such apparatus does not, or ceases to, conform to applicable standards (if any) for the time being in force. JUST NETWORKS UK LTD. reserves the right to disconnect any apparatus used by the Customer if the Customer does not fulfil its obligations under this Clause or if, in the opinion of JUST NETWORKS UK LTD., such apparatus may cause the death of any person injury to any person or damage to property or materially impair the quality of any telecommunication service provided by means of the JUST NETWORKS UK LTD. Systems and the Customer agrees to disconnect such apparatus at the request of JUST NETWORKS UK LTD.

6.13 The Customer must allow JUST NETWORKS UK LTD. or any Carrier to have access to the Premises at all reasonable hours for the purpose of testing or maintaining any of the Equipment and/or the Service and provide a safe and suitable environment for such access visits.

6.14 JUST NETWORKS UK LTD. will be entitled to suspend the Service or terminate the Agreement if JUST NETWORKS UK LTD. knows or has reason to believe that the Customer is in breach of the obligations in clause 6.3

6.15 The Customer shall not without JUST NETWORKS UK LTD.'s prior written consent copy any manuals or other documentation.

6.16 The Customer must notify JUST NETWORKS UK LTD. immediately in writing of any allegation of I infringement of any intellectual property rights prompted by the Customer's use of the Service. The Customer may not make an admission relating to an alleged infringement. The Customer must allow JUST NETWORKS UK LTD., or at JUST NETWORKS UK LTD.'s election, the Carrier to conduct all negotiations and proceedings and give JUST NETWORKS UK LTD. or the Carrier all reasonable assistance in doing so. The Customer must allow any part of the Service to be modified so as to avoid continuation of the alleged infringement.

6.17 The Customer will co-operate with JUST NETWORKS UK LTD.'s reasonable requests for information regarding the Customer's use of the Service and supply such information without delay.

7 Use of the Service

7.1 JUST NETWORKS UK LTD. may, on reasonable notice, give instructions about the use of the Service which JUST NETWORKS UK LTD. thinks to reasonably necessary in the interest of safety, of the quality of service to other customers of JUST NETWORKS UK LTD. or users of the internet in general and any such instructions shall whilst they are in force, be deemed to form part of this agreement;

7.2 Without limitation the Customer undertakes not to use or permit anyone else to use the Service:

7.2.1 to send or receive any material which is grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity, privacy or any other third party rights;

7.2.2 to cause annoyance, inconvenience or needless anxiety;

7.2.3 in breach of the Conduct Rules;

7.2.4 to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;

7.2.5 other than in conformance with accepted internet practices and practices of any connected networks;

7.2.6 in any illegal or unlawful manner or for any illegal or unlawful purpose, or in any way which is contrary to the Law.

7.3 If the Customer uses the Service in contravention of this agreement, JUST NETWORKS UK LTD. may suspend the Customer's use of the Service.

7.4 If JUST NETWORKS UK LTD. suspends the Service, it may refuse to restore the Service until it receives an assurance from the customer, in a form deemed acceptable by JUST NETWORKS UK LTD., that there will be no further breach of the provisions of this agreement.

7.5 Whilst JUST NETWORKS UK LTD. does not have the capability and does not purport to monitor information accessed or transmitted using the Service, it reserves the right to block access to and/or to edit or remove any material which in its reasonable opinion it determines make give rise to a breach of clause 7.2.

7.6 JUST NETWORKS UK LTD. may transmit and distribute without royalty, indemnity, or copyright infringement, materials published by the customer, via the service, in accordance with the customer's wishes. Where such redistribution necessitates translation, adaptation or modification, JUST NETWORKS UK LTD. may do so, without prejudice to the customers copyrights interest in the materials.

7.7 Title, ownership rights and intellectual property rights in and to the content accessed using the service is the property of the applicable content owner and maybe protected by applicable copyright or other law. This agreement gives the customer no rights to such content.

8 Limitation of Liability

8.1 Except as otherwise provided herein, JUST NETWORKS UK LTD. shall not have any liability under agreement other than in respect of:

8.1.1 death or personal injury arising from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by JUST NETWORKS UK LTD.; or

8.1.2 direct physical damage to the customers property or the premises to an amount not exceeding £10,000.00

in respect of any one event or series of connected events where such damage arises from the negligence of JUST NETWORKS UK LTD., its employees, agents or contractors while acting in the course of their employment by JUST NETWORKS UK LTD.; or any liability of JUST NETWORKS UK LTD. which cannot by Law be excluded or restricted

8.2 In performing any obligation under this agreement, JUST NETWORKS UK LTD.'s duty is only to exercise the reasonable care and skill of a competent internet access supplier. JUST NETWORKS UK LTD. does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Service.

8.3 JUST NETWORKS UK LTD. excludes all liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature.

8.4 The Customer may enter into or seek to enter into transactions with third parties in relation to the sale, rental or provision of goods and services via the Service. JUST NETWORKS UK LTD. will not be a party to such transactions and will not be liable whether in contract, tort (including liability for negligence), or otherwise for any loss, cost or damage incurred by the customer arising out of or in relation to the transaction or attempt or enter into a transaction (including but not limited to failure to transmit or distortion of any messages sent by the service). Neither party shall be liable in contract, tort (including liability for negligence), or otherwise for loss, whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or goodwill or reputation or any indirect or consequential loss whatsoever. Each provision of this Clause 7 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason any other provision does not remain in force, notwithstanding the expiry or termination of this Agreement

9 Term and Termination

Save as otherwise agreed, this agreement will commence on the earlier of the date of signature hereof by both parties, the date on which the customer clicks JUST NETWORKS UK LTD. "Accept" button after having completed the order form on the JUST NETWORKS UK LTD. web site and continue for a minimum term of one year from the date on which the service is received by the customer at which time will and then automatically renew for consecutive periods of 12 months, subject to the provisions of this Clause 9 ("the Term). You may terminate this Agreement after the Term by giving JUST NETWORKS UK LTD. not less than thirty (30) days' written notice before the start of a new term.

9.2 JUST NETWORKS UK LTD. shall be entitled to terminate forthwith if:

9.2.1 JUST NETWORKS UK LTD. is precluded from providing the service by Law or by the decision of any competent adjudicator regulatory authority;

9.2.2 the customer becomes insolvent or bankrupt,

9.2.3 the customer commits a breach of clause 6 of this agreement which in JUST NETWORKS UK LTD. reasonable opinion is serious enough to merit immediate termination;

9.2.4 the customer commits a breach of any of the provisions in this agreement (including without limitation, non payment of any charges hereunder) and in the case of a breach of any provision which is capable of remedy, fails to remedy the same within 7 days after receipt of a notice given particulars of the breach requiring it to be remedied;

9.2.5 JUST NETWORKS UK LTD. suspects on reasonable grounds that the customer may have committed or be committing any fraud against JUST NETWORKS UK LTD.; or the customer provides JUST NETWORKS UK LTD. with any false, inaccurate or misleading information for the purpose of obtaining a service. The Carrier supporting the Service ceases to do so for whatever reason or changes the terms its provision. telecommunications services to JUST NETWORKS UK LTD. for the Service beyond the reasonable control of JUST NETWORKS UK LTD.;

9.3 The customer shall be entitled to terminate this agreement by notice, effective on receipt by JUST NETWORKS UK LTD. Of the notice, if the customer does not consent to any change of this agreement, to the terms of any licenses of software or to any Conduct Rules notified to the customer, in writing, or, in the case of Conduct Rules, by posting on Web pages.

9.4 The right to terminate this agreement shall not prejudice any other right or remedy of JUST NETWORKS UK LTD. in respect of any breach or any rights, obligations, or liabilities accrued prior to termination.

9.5 If notice is given to terminate this agreement, the customer shall pay all subscription charges up to the expiry of the Term. The customer's notice does not avoid any liability for the service already provided or to be provided under this agreement. On termination of this agreement the customer shall immediately cease using the service. The customer shall have no further rights to use the service or to access information stored as part of the service. On termination the customer will within fourteen days of said termination, in addition to any other liabilities under this agreement, deliver to JUST NETWORKS UK LTD. all equipment supplied customer under this agreement. If the customer fails to deliver the equipment within fourteen days, or if the equipment is delivered in a damaged or unusable state, the customer will pay to JUST NETWORKS UK LTD. by way of compensation the sum equal to the set up charge plus any upgrade charges made during the term.

10 Indemnity

10.1 The customer shall indemnify JUST NETWORKS UK LTD. against each loss, liability or cost incurred by JUST NETWORKS UK LTD. arising out of:

10.1.1 any claims or legal proceedings arising from the customers use of the service or use of the service through the customers computer servers or passwords which are brought or threatened against JUST NETWORKS UK LTD by any other person; or

10.1.2 any breach of this agreement by the customer.

11 Assignment

The customer shall not assign or delegate or otherwise deal with all or any of its rights or obligations under this agreement. JUST NETWORKS UK LTD. shall have the right or obligations under this agreement to any person or entity.

12 Force Majeure

JUST NETWORKS UK LTD. shall not be liable for any breach of its obligations under this agreement where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including without limitation by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of god, war, riot, civil commotion, malicious damage, failure of any telecommunications or Computer system, compliance with any law, accident (or by any damage caused by any of such events).

13 Entire Agreement and No Waiver

13.1 This agreement represents the entire understanding between the parties in relation to the subject matter herein and supersedes all other agreements or representations made by either party, whether oral or written.

13.2 No waiver by JUST NETWORKS UK LTD. of any default of the customer under this agreement shall operate or be construed

as a waiver by JUST NETWORKS UK LTD. of any future defaults, whether of a like of different character. No granting of time or other forbearance or indulgence by JUST NETWORKS UK LTD. to the customer shall in any way release, discharge or otherwise affect the liability of the customer under this agreement.

14 Notices

Unless otherwise stated within this agreement, notices to be given to either party shall be in writing and shall be delivered by hand, electronic mail (other than for the purpose of legal process), sent by fax of pre-paid post to the customer at the customer address or to JUST NETWORKS UK LTD. at its address as specified in the User Documentation.

15 Data Protection

15.1 JUST NETWORKS UK LTD. may use any information supplied by the customer for its own administrative and customer service purposes or for any purpose required by Law.

15.2 Unless the customer notifies JUST NETWORKS UK LTD. in writing JUST NETWORKS UK LTD. may:

15.2.1 use information supplied by the customer for market research purposes or to supply the customer with information about other products or services available from JUST NETWORKS UK LTD. or its associated companies;

15.2.2 make the customer's name, Domain names and Internet addresses available as part of a public directory enquiry service.

16. DISCLAIMER OF WARRANTIES

16.1 THE SERVICE WILL BE PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED. JUST NETWORKS UK LTD. DISCLAIMS AND EXCLUDES ALL SUCH WARRANTIES AND REPRESENTATIONS INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION THAT THE SERVICE IS FREE OF DEFECTS AND VIRUSES, OF SATISFACTORY QUALITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FURTHER, JUST NETWORKS UK LTD. DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. YOU ACCEPT ALL RISKS AND LIABILITIES ASSOCIATED WITH YOUR USE OF THE SERVICE.

17 Governing Law

This agreement shall be governed by and construed in accordance with English Law and JUST NETWORKS UK LTD. And the Customer agree to submit to the non-exclusive Copy of Terms And Conditions received on by:

Print Name

Signature:.....