

TERMS AND CONDITIONS OF USE OF THE MULTIDATA NETWORK AND ASSOCIATED SERVICES.

The customer acknowledges that " Multidata Ltd or Multidata Broadband or Multidata " is a trading name used by Multidata Ltd . Multidata provides the telecommunications network facilities underlying the services provided by Multidata Ltd and nominated providers it may choose. The use of Multidata Ltd telecommunications network facilities is subject to the following terms, breach of which may result in suspension or termination of the Customers right to use the service:-

1. Our services are offered on an on-going basis with all payments due in advance of any service. Except for contract variations which may change from time to time (see below) all services are deemed contracted for a minimum of 12 months from registration or as per the individual service customer requirement form whichever is longer and thereafter are automatically renewed for a minimum of 12 months unless cancelled by either party giving a minimum of 3 months notice irrespective of payment period. Any cancellation costs incurred by Multidata Ltd in ceasing services will be passed on to the customer ("cease or termination fee"). All customer cancellations must notified by email to accounts@multidata.co.uk and copied to sales@multidata.co.uk. Cancellations will not be accepted in any other format. Subject to Multidata Ltd's discretion, charges are not refundable. Multidata Ltd reserves the right to change or amend their prices without notice.
2. The Multidata Ltd network may only be used for lawful purposes by the Customer at the sites specified in the Registration Form Transmission. Any material transmitted through the Multidata Ltd network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the Customer was aware of the content of the material or of the relevant law.
3. The Customer shall be issued with a password to access the services and shall take all reasonable steps to keep such password private and confidential and ensure that it does not become known to other persons. If the password becomes known to any other person, the Customer will immediately inform the provider and the password will immediately be changed. The provider or Multidata Ltd may change the Customers password from time to time at their discretion without prior notice.
4. The Customer shall not use the services: for transmission of computer viruses: for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or news groups: in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, but not limited to any intellectual property rights).
5. The Customer acknowledges that Multidata Ltd is unable to exercise control over the content of any information passing over the Multidata Ltd connection and or Multidata Ltd network. The Customer further acknowledges that Multidata Ltd hereby excludes all liability in respect of any

transmission or reception of information of whatever nature.

6. The Multidata Ltd network may be used by the Customer to access other networks world-wide and the Customer agrees to conform to any acceptable use policies of Multidata Ltd and any such other networks. In addition the Customer undertakes to conform to any published Internet protocols and standards: RFC1009, RFC1122, RFC1123 & RFC1250 and future protocols and standards. In the event that communications by the Customer do not conform to these standards, or if the Customer makes profligate use of the Multidata Ltd network to the detriment of Multidata Ltd or any other Multidata Ltd Customers, Multidata Ltd reserves the right to restrict passage of the Customers communications until they give a suitable undertaking as to use.

7. The Customer agrees to indemnify and hold Multidata Ltd harmless from any claim brought by third parties, alleging the use of Multidata Ltd by the customer has infringed any right of any kind applicable in the UK or by International legislation and regulation. The Customer shall defend and pay all costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded against Multidata Ltd arising from such claims. Furthermore the Customer shall provide Multidata Ltd with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance to defend such claims at the Customers sole expense.

8. Without prejudice to the foregoing, Multidata Ltd considers that any applications which transmit live video, live audio, or make similar traffic demands across the Multidata Ltd network by whatever means, constitute making profligate use of the Multidata Ltd network and as such are not permitted. Use of IP Multicast, other than by means provided and co-ordinated by Multidata Ltd, is also prohibited.

9. The customer undertakes not to assign, re-sell, sublease or in any other way transfer the Multidata Ltd connection. Contravention of this restriction successful or not will result in the termination of the service by Multidata Ltd, in which event the Customer is liable for a termination fee. If the customer is a duly authorised current Channel Partner of Multidata Ltd then the resell restriction of this clause does not apply.

10. Any condition or warranty that may be implied or incorporated within this contract, by reason of statute or common law, is hereby expressly excluded so far as maybe permitted by law. While Multidata Ltd will use all reasonable endeavours to provide a prompt and continuing service, it will not be liable for any loss of data resulting from delays, non-delivery, missed deliveries, or service interruptions caused by events beyond the control of Multidata Ltd or by errors or omissions of the Customer. In no circumstances whatsoever, will Multidata Ltd be liable for economic or consequential loss. Multidata Ltd specifically excludes any warranty as to the quality or accuracy of information received through the services, further Multidata Ltd cannot be held liable for the actions of any 3rd Party using the service.

11. Where Multidata Ltd provides added value services to its existing services in particular but not exclusively 'anti-virus' products for electronic mail Multidata Ltd will not be held responsible for any consequential loss or damage for the failure of these services to operate to specification. In the case of failure of these added value services it is expected that the customer will have taken steps to implement contingency plans to protect its business from the effects of these Multidata Ltd added value services not functioning to specification or not being available.

12. Where Multidata Ltd provides hosting services the customer agrees that any equipment hosted by Multidata Ltd shall be treated as security for the payment by the customer for goods and services provided or to be provided under its hosting agreement.

13. Where Multidata Ltd manages the renewal of a domain with the appropriate domain licensing authority on behalf of the customer Multidata Ltd will take responsibility for notifying renewal and maintaining connectivity to all other services associated with that domain. Where the customer renews the domain directly with the appropriate domain licensing authority Multidata Ltd will not be held responsible for services associated with that domain including the continued availability of the domain. Further domain names in the .uk namespace are also subject to Nominet's Terms and Conditions

14. Multidata Ltd shall retain full ownership of and title to all equipment, software, or services (Goods) ordered by the customer and delivered to the customer or any part thereof unless and until the customer has paid all sums owing to Multidata Ltd. In addition where services are subject to a transfer fee or other fixed charges such as domain names then no transfer or action will occur until the customer has settled in full all outstanding commercial matters with Multidata Ltd.

15. Multidata Ltd reserves the right to alter these Terms and Conditions from time to time. The current Terms and Conditions applicable are those published on the Multidata Ltd web pages. By continuing to accept service from Multidata Ltd the customer is deemed to be bound by the current Terms and Conditions. Where possible Multidata Ltd will give advanced notice of changes to Terms and Conditions.

16. By accepting or using the service and or Multidata Ltd has supplied goods the customer is deemed to have accepted these Terms and Conditions.

17. This contract is governed and construed in accordance with English Law.

Multidata Ltd Terms & Conditions of Trade

1. DEFINITIONS

1.1 Company means the customer placing an order for Goods with Multidata Ltd.

1.2 Multidata Ltd means Multidata Ltd, its trading divisions, subsidiary or associated companies.

1.3 Goods means all equipment, software or services which are subject to the Company's order which are to be supplied to the Company by Multidata Ltd under these Conditions

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2. ORDERS

2.1 There shall be no binding agreement between the Company and Multidata Ltd until the Company's order has been accepted in writing by Multidata Ltd. Any prior indications by Multidata Ltd made verbally shall be provisional only.

2.2 All orders must be placed using the standard format specified by Multidata Ltd and request delivery up to 90 days of the order issue date. Orders must in any event comply with the prevailing Multidata Ltd ordering procedures.

2.3 All orders are accepted subject to the availability of Goods and to these Conditions. No terms or conditions put forward by the Company shall be binding on Multidata Ltd.

2.4 The Company accepts that these Conditions and any specific details stated on its accepted order constitute the entire understanding between the parties and supersede any prior promise, representation, undertaking or understanding of any kind.

2.5 If the Company requests a change or cancellation of an order Multidata Ltd reserves the right to reject the change or cancellation or accept it and charge 5% of the order value.

2.6 No cancellation will be accepted in respect of orders for items not normally stocked by Multidata Ltd. Any such items would be specifically ordered for the Company and will be held by Multidata Ltd at the Companies risk and the Company shall insure accordingly.

2.7 All service and order cancellations requests must be completed using the official Multidata Ltd cancellation form and emailed to cancellations@stream-networks.co.uk. Service cancellations will not be accepted in any other format.

3. PRICES

3.1 Unless otherwise expressly agreed in writing the Goods shall be sold and invoiced at Multidata Ltd 's current prices at the date of despatch. Catalogues, price lists, videos and other advertising material are provided for illustrative purposes only.

3.2 Unless otherwise agreed in writing prices do not include delivery and taxes (if any) and such costs shall be payable by and invoiced to the Company.

3.3 All quotations are valid only on the date given and all quotations and prices are based on details provided by the Company and do not apply where the company alters the details on which such quotations and prices are based. Multidata Ltd reserves the right to charge for any omission or additional cost arising from the provision of inaccurate or insufficient information by the Company and to revise prices to take into account increases in any costs of providing the Goods which occurs between the date of quotation and delivery.

4. DELIVERY

4.1 Delivery shall be at the Company's premises or, if different, the place specified in the Companies order.

4.2 Multidata Ltd will deliver as near as possible to the delivery premises as safe hard road permits and to the ground floor only of such premises. The Company shall provide at its own expense the labour for unloading and the Company shall unload with reasonable despatch. Where such labour is not made available Multidata Ltd shall be entitled to charge the cost of labour in unloading. Damage caused due to inadequate delivery access or careless unloading shall be at the Companies risk.

4.3 Dates and times quoted by Multidata Ltd are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the order or to claim damages.

4.4 The Company shall note any claim for short delivery and/or damage to components or packaging on the delivery schedule at the time of delivery and shall confirm such claims in writing to Multidata Ltd within 7 days from the date of delivery. All Goods are deemed delivered and completed if such notice is not received within such period.

4.5 Multidata Ltd reserves the right to make part deliveries. Any request by the Company for Multidata Ltd to delay or split delivery may result in a stockholding charge and any additional cost incurred by Multidata Ltd being payable by and invoiced to the Company. Any Goods so held shall be at the risk of the Company that shall insure accordingly.

4.6 Subject to Clause 4.5 risk in the Goods shall pass on delivery or collection by the Company or its agent, whichever is the earlier.

5. PAYMENT

5.1 If the Company is not an account holder approved in writing by Multidata Ltd all invoices are payable before delivery of the Goods or immediately following submission of a pro forma invoice from Multidata Ltd, whichever is the earlier.

5.2 If the Company is an approved account customer all invoices are payable net within 28 days of the date of the invoice otherwise payment will be by direct debit.

5.3 Time is of the essence with regard to payment of any sums due to Multidata Ltd except where invoice payment is collected automatically by direct debit.

5.4 The Company shall not be entitled to withhold payment of any amount due to Multidata Ltd in respect of any claim for damage to Goods or any alleged breach of contract by Multidata Ltd, nor shall the Company be entitled to any right of set-off.

5.5 Without prejudice to Multidatas other rights if the Company fails to pay any amount on the due date;

5.5.1 Multidata Ltd shall have the right to cancel any contract made with the Company and/or to suspend deliveries;

5.5.2 Multidata Ltd reserves the right to charge interest on a daily basis on overdue amounts at the rate of 4% above Barclays Bank base rate until payment and or charge £30.00 + VAT per late payment.

5.5.3 the Company shall indemnify Multidata Ltd and keep it indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts;

5.5.4 the whole of the balance then outstanding to Multidata Ltd by the Company on any account whatsoever shall become immediately due and payable.

5.6 Multidata Ltd reserves the right to require the Company to pay for Goods in advance and to recharge or refuse discount if the Company fails to maintain credit account arrangements satisfactory to Multidata Ltd.

5.7 For all customers wishing to pay monthly for services a completed direct debit form is required. Multidata Ltd will not accept monthly payment terms by any other method.

6. TITLE

6.1 Multidata Ltd shall retain full ownership of and title to all Goods delivered to the Company or any part thereof unless and until the Company has paid all sums owing to Multidata Ltd. Multidata Ltd transfers no title to or ownership in Goods comprising software (or any other software) to the Company or any third party.

6.2 While any amount remains outstanding to Multidata Ltd from the Company;

6.2.1 the Company shall keep the Goods as fiduciary bailee for Multidata Ltd and shall store the Goods separately from its other chattels and in a manner which clearly shows that they are owned by Multidata Ltd;

6.2.2 the Company shall not pledge or in any way charge by way of security for any indebtedness any of the Goods that remain the property of Multidata Ltd;

6.2.3 the Company will deliver up or have delivered up to Multidata Ltd Goods upon demand and Multidata Ltd may without limiting any other rights or remedies available to it at law in equity or by statute seize repossess and/or resell Goods at its discretion and in the exercise of such rights Multidata Ltd may enter any premises in which it reasonably believes from time to time any Goods are located;

6.2.4 the Company may only sell transfer or otherwise dispose of the Goods to its customers in the ordinary course of its business and in accordance with the provisions of these Conditions;

6.2.5 where the Company is paid by or on behalf of any customer or shall receive the proceeds of any insurance claim in respect of any Goods it shall pay such proceeds to Multidata Ltd as soon as reasonably practicable to do so after receipt until Multidata Ltd is paid in full and shall hold the same as trustee for Multidata Ltd and keep a separate account of all such proceeds for such purpose;

6.2.6 the Company shall take all due care (or ensure that all due care is taken) of the Goods and the Company shall bear the sole liability for insurance of the Goods and shall indemnify Multidata Ltd for any loss whatsoever suffered or incurred by Multidata Ltd arising out of any failure to insure such Goods.

7. WARRANTY

7.1 The Company acknowledges that Multidata Ltd is not the manufacturer of the Goods. Multidata Ltd will pass on to the Company such unexpired warranties it receives from the manufacturer of the Goods as are capable of transfer and Multidata Ltd 's liability shall be limited to such guarantee as it may receive from the manufacturer. In particular no warranty is given in respect of the documentation or goods or services not provided by Multidata Ltd. Multidata Ltd offers a warranty on Goods assembled by Multidata Ltd from component parts and details of such warranty will be provided on request.

7.2 The Company acknowledges that software products are by their very nature susceptible to imperfections in operation and subject to Clause 7.1 no warranty is given in respect thereof.

7.3 Multidata Ltd 's obligations and liabilities in respect of the Goods shall be limited to those set out expressly herein and Multidata Ltd specifically excludes but without limitation the implied conditions of satisfactory quality and fitness for any particular use or purpose. Multidata Ltd shall have no liability whatsoever in respect of any advice and/or information which may be given to the Company by Multidata Ltd relating to Goods, configuration or otherwise.

7.4 The Company shall ensure that any warranty and maintenance service performed on Goods is performed by a qualified representative authorised by the manufacturer to offer warranty and maintenance on those Goods.

7.5 Without prejudice to Clause 7.1 to 7.3 in the event of Multidata Ltd being shown to have been negligent in the supply of Goods or the provision of services its liability:

7.5.1 for death or personal injury of any person caused by such negligence shall be unlimited;

7.5.2 in respect of any defects in or failure of Goods or for the loss or damage attributable thereto or to the negligence of its employees in connection with the performance of their duties hereunder, shall be limited to the making good by replacement or repair of such Goods which upon inspection by Multidata Ltd appear to be defective and in any event Multidata Ltd's maximum aggregate liability arising in respect of the supply of Goods or services shall be limited to the original VAT exclusive price for such Goods or services;

7.6 Multidata Ltd makes no representation and gives no warranty in respect of the sources of origin of manufacture or production of the Goods or any part thereof.

7.7 The Company is advised to keep in force a maintenance contract in respect of the Goods.

8. RETURNS

8.1 All Goods shall be deemed accepted unless rejected by notice in writing to Multidata Ltd within 7 days of delivery or collection of the Goods. Any such notice shall give detailed reasons for such rejection.

8.2 Any payment, credit or refund following return of such rejected Goods to the Company shall only be given once the same has been received by Multidata Ltd from the manufacturer, supplier or insurer as the case may be.

8.3 Before returning any Goods which have been rejected in accordance with Clause 8.1 the Company shall comply with Multidata Ltd returns procedure and in particular but without limitation shall obtain from Multidata Ltd a designated return label which will contain an identification number and which shall be affixed by the Company to the packaging of the Goods to be returned in a prominent position. The issue of a return label is solely for administrative purposes and shall not be taken as an admission of any fault and/or liability whatsoever on the part of Multidata Ltd in relation to the Goods being returned.

8.4 No goods shall be returned without Multidata Ltd's prior approval and Multidata Ltd reserves the right to repair Goods rather than accept their return.

9. PRODUCT CHANGES

9.1 Multidata Ltd will use its reasonable endeavours to inform the Company of any alterations made by the manufacturer to the specification of Goods.

9.2 Multidata Ltd shall be entitled to substitute an alternative product of equivalent functionality and at the same price or to cancel any orders for Goods that have been declared end of life by the manufacturer.

10 TRADEMARKS, PATENTS AND COPYRIGHTS

10.1 The Company recognises the manufacturer's ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights.

10.2 The Company will take no action to violate, obliterate, remove, alter, conceal or misuse any such marks, trade name or copyright notice.

10.3 The Company will promptly notify Multidata Ltd if it becomes aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to Multidata Ltd and/or the manufacturer in connection with any resultant proceedings.

11. CONFIDENTIAL INFORMATION

Multidata Ltd may from time to time impart to the Company certain confidential information of a commercially sensitive or technical nature and the Company hereby agrees that it will use such information solely for the purpose of this Agreement and that it shall not disclose such information whether directly or indirectly to any third party.

12. SOFTWARE LICENSING

Multidata Ltd shall grant to the Company only such rights in connection with any Goods that are software and the copyright and other intellectual property rights relating thereto as it shall be licensed to grant pursuant to the terms upon which Multidata Ltd is licensed by the owner thereof. The Company shall only be entitled to sub-licence such software to its end user customers using the standard form license supplied by Multidata Ltd.

13. EXPORT CONTROLS

The Company acknowledges that the Goods may be subject to US and local government export controls. Where these apply it is the Company's sole responsibility to obtain authorisation from the appropriate authorities before re-exporting the Goods from the country of purchase.

14. SEVERABILITY

14.1 If and to the extent that any provision or any part of these Conditions is deemed to be illegal void or unenforceable for any reason then such provision or part thereof (as the case may be) shall be deemed to be severed from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain full force and effect;

14.2 In particular, should any limitation of Multidata Ltd's liability contained in these Conditions be held to be illegal void or unenforceable under any applicable statute or rule of law it shall to that extent only be deemed severed here from, but, if Multidata Ltd thereby becomes liable for any loss or damage, such liability shall be subject to all other relevant limitations contained in these Conditions.

15. RECORDS

15.1 The Company shall maintain complete and accurate records of all Goods sold or returned and the names and addresses of all persons to whom software has been sub-licensed.

15.2 The Company shall provide such activity reports in connection with the sale and sub-licensing of Goods as Multidata Ltd shall reasonably request from time to time.

16. FORCE MAJEURE

16.1 Multidata Ltd shall not be liable to the Company on any account whatsoever in the event that Multidata Ltd is prevented from fulfilling its obligations hereunder due in whole or in part to an event of force majeure which expression shall mean:

16.1.1 act of God, fire, flood, storm, power failure, reduction of power supplies, mechanical failure or lack or shortage of materials or stock or any other circumstance beyond the reasonable control of Multidata Ltd; and

16.1.2 whether or not with Multidata Ltd's control, strikes, lock-outs or industrial disputes in relation to Multidata Ltd or any other party or any action taken by Multidata Ltd in connection therewith or in consequence or furtherance thereof.

16.2 In such event Multidata Ltd may at its option either suspend performance or cancel the contract in question or so much of it as remains unperformed without liability for any loss and without prejudice to Multidata Ltd's rights to receive payment of the price of all Goods previously delivered.

17. CONFIGURATION

17.1 Multidata Ltd will configure and install Goods to the specification provided by the Company at the time of order at such rates as it notifies to the Company from time to time.

17.2 Multidata Ltd will use reasonable care and skill in performing such installation/configuration and will perform such services within a reasonable time.

17.3 In the event the Company changes the specification for such installation/configuration Multidata Ltd reserves the right to require payment for implementing such changes at rates notified to the Company from time to time.

18. DISTRIBUTION AGREEMENT

18.1 Multidata Ltd agrees with the Company that it will comply with the obligations imposed on it by any agreement with any manufacture relating to the Goods.

18.2 The Company indemnifies Multidata Ltd against all costs claims expenses demands and penalties suffered or as but not limited to, sub-licensing of software, copyright and warranty provisions.

19. GENERAL

19.1 All Goods are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety systems or in nuclear facilities, other nuclear applications, mass transportation and aviation applications.

19.2 The Company may not assign or transfer any of its rights, duties and obligations without the written consent of Multidata Ltd.

20. LIABILITY

20.1 Multidata Ltd shall not in any circumstances whatsoever be liable for indirect or consequential loss including but not limited to loss of profits loss of data or use and shall have no liability for any claim based upon the combination operation or use of any Goods with equipment data or programming not supplied by Multidata Ltd or based upon a modification of the Goods.

20.2 Any action against Multidata Ltd must be brought no later than 12 months after the Company becomes aware that a cause of action has arisen.

21. RELATIONSHIP

The relationship between the Company and Multidata Ltd shall be as buyer and seller and nothing contained herein shall be deemed to create a partnership or agency.

22. LAW

These Conditions shall be construed according to the laws of England the Company and Multidata Ltd submit to the non-exclusive jurisdiction of the English Courts in connection with any dispute or proceedings arising out of any contract incorporating these Conditions.

23 EXCESS USAGE

Where a broadband or other connection package is provided with a specific usage limit excess usage is charged at no more than £1.50 per gigabyte.

24 CONTRACT VARIATIONS:

Contract variations that may be amended from time to time are:

Contracts may be novated providing this has been agreed with Multidata.

Multidata ADSL and Fibre broadband services are for one year minimum and then automatically renew month by month and can be ceased with 30 days notice (subject to cease fee)

Multidata SipStream (non mobile) services are for 30 days minimum and automatically renew month by month and can be ceased with 30 days notice. Multidata Sipstream mobile services are 12 month minimum and then automatically renew month by month and can be ceased with 30 days notice.

Multidata MobiStream services are for 3 month minimum and automatically renew month by month and can be ceased with 30 days notice (subject to cease fee)

Multidata AirStream wi-fi services are for one year minimum and then automatically renew month by month and can be ceased with 30 days notice (equipment must be returned to Multidata)

Multidata Extend web services are for one year minimum and renew automatically for a further 12 months. Services can be ceased early but early termination fees apply.

Multidata BondStream services are provide on a 30 day rolling contract that can be ceased with 30 days notice.

Multidata InterStream leased line services are for 1 year,3 years or 5 years. Service can be ceased early but early termination fees apply. 90 days notice is required (equipment must be returned to Multidata).

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