

Redshelf Ltd T/A InTouch Systems' TERMS AND CONDITIONS OF BUSINESS.

In these Conditions:

- "Agreement" means any agreement made subject to these Conditions which shall incorporate these Conditions.
- "Company" means 'Redshelf Ltd T/A InTouch Systems' of 36 Hurricane Way, Norwich, Norfolk, NR6 6HU, UK.
- "Customer" means any person or organisation with whom the Company enters into an Agreement subject to these conditions.
- "Service" means the services described in the current Company literature together with such Value Added Services to be provided by the Company to the Customer.
- "Service Commencement Date" means the date identified as the delivery date on the company invoice to the Customer.

1. ACCEPTANCE OF APPLICATION

The Company reserves the right to refuse any application for subscription or service.

2. THE SERVICE

2.1. Subject to these Conditions the Company will:

2.2. Perform domain registrations which can take up to 5 working days from point of payment and receipt of full details.

2.3. Provide Web & Email hosting which can take 10 working days from point of payment until fully operational.

3. PAYMENTS

3.1. All payments shall be due to the Company net on presentation of invoice unless otherwise specified on the invoice at the Company's main office or at such other address as may from time to time be specified by the Company in writing. All usage charges shall be payable in full in respect of the month in which the notice to terminate the Agreement expires.

3.2. Unless specified otherwise, the company states all Charges are exclusive of VAT which is charged at the current rate. Any Charges not specified in the Commercial Terms shall be at Standard List Price. Rounding and minimum charges apply as set out in the Commercial Terms and/or the applicable Price Plan Guide.

3.3. Access Fees shall be invoiced by InTouch Systems monthly in advance and all other Charges shall be invoiced monthly in arrears. Customer shall pay all invoices by the Due Date without set off, unless validly disputed in accordance with clause 3.4 below.

3.4. If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall use reasonable endeavours to notify InTouch Systems of such dispute before the Due Date, providing explicit details of why the invoiced amount is incorrect and how much Customer considers is due.

3.5. Where the Company has not received payment for undisputed Charges by the Due Date, the Company shall: (a) contact Customer's accounts payable department (or other contact advised to the Company in writing) to request payment; (b) be entitled to charge interest on the overdue undisputed Charges at 5% per annum above the base rate of the Bank of England; and (c) be entitled to charge Customer reasonable administration costs as a result of Customer paying late. Customer must pay its Charges by direct debit. Where the Company has not received payment within 5 calendar days of the Due Date, the Company shall contact the Customer again to request payment and give notice of the actions the Company will take under clause 3.6 if payment is not received.

3.6. Where the Company has not received payment within 5 calendar days of the Due Date, the Company may take all or any of the following actions until such time as payment, including any interest due, has been received: (a) withhold any sums owing to Customer by the Company (including Subsidy); (b) suspend Customer's and/or User's use of the Services in relation to which Charges are outstanding; and (c) subject to the Company having taken one of the actions above, issue a notice under clause 7.2.

3.7. The Company may credit assess the Customer from time to time as reasonably required to assess the Company's risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's Company account (details of which are available on request).

4. USAGE The Customer hereby agrees to:

4.1. Refrain from sending SPAM (unsolicited email messages) or knowingly or unknowingly allowing third parties to send SPAM through our network.

4.2. Refrain from transferring any illegal material to or from other users of the service or the PDN and the other privately owned and operated services to which the Company may from time to time provide access.

4.3. Refrain from sending menacing, offensive, abusive or annoying messages whilst using the service.

4.4. Not divulge their password to any third party and use all reasonable endeavours to keep the same confidential and inaccessible to third parties.

4.5. Keep the Company informed of any change to the Customer's address as set out overleaf and other such information as may effect the payment of charges due.

4.6. Immediately cease to use and return any Internet Addresses allocated by the Company to the Customer on termination of this Agreement.

4.7. Not to announce by any means any and all Internet addresses allocated to or by the Customer as part of an Autonomous System.

4.8. Not to use or permit the usage of the service in an unlawful manner or in contradiction of published legislation and regulations governing the Internet.

4.9. To include the above restrictions in the Customer's selling conditions using the Company's service and not to resell a bandwidth greater than that purchased and contracted from the Company unless linked to the Internet through another provider in addition the bandwidth provided by the Company (dual homed) when the restriction will apply at the aggregated data rate.

4.10. We currently do not allow IRC or IRC bots, egg drops or BNC to be operated on our servers. We reserve the right not to allow clients to install certain chat rooms, some of which tend to be large system hogs. Any chat room software must run without hindering the performance of the machine for others.

4.11. Bandwidth Usage: If the customer exceeds the bandwidth purchased within their hosting package, excess bandwidth will be charged at the prevailing rate.

4.12. If contracted bandwidth is excessively exceeded such that it places an unacceptable burden on The Company's resources, The Company reserves the right to terminate access to the site without notice. Bandwidth usage in excess of 1GB above the contracted rate will be considered as excessive.

5. LIABILITY

The Company shall not be liable for any loss or damage howsoever caused:

5.1. Economic loss, including loss of profits, business revenue and goodwill.

5.2. Any claim made against the Customer by another third party.

5.3. Any loss or damage to the Customer caused by or arising from any act or omission of the Customer, the Company, any PTO or Value Added Service supplier.

5.4. Any act caused as a result of force majeure or beyond the Company's control.

6. SUSPENSION

6.1. If the Customer sends SPAM (unsolicited email messages) or knowingly or unknowingly allows third parties to send SPAM through our network then the Company has the rights to terminate all and any services.

6.2. The directors of the Company reserve the right to terminate or suspend a service if a Customer is undertaking any activities which are deemed to be detrimental to the Company.

6.3. Failure by the Customer to make any payment to be made to the Company on its due date for payment.

6.4. If the Customer does or suffers anything to be done which jeopardizes the service or any network to which it is from time to time connected.

6.5. If the Customer's credit limit has been exceeded or if the Customer is otherwise in breach of these Terms and Conditions.

6.6. No such suspension shall affect the liability of the Customer to pay charges and other amounts to the Company, and without limitation, the Annual Subscription Charge will continue to accrue. During suspension the Company reserves the right to refuse to release the User's Internet Address as issued by the company.

7. TERMINATION

This Agreement shall remain in force for the minimum term period (as stated on order form) from acceptance of Customer's application being the date on which the company's order form was signed by the Customer. Termination can be effected as follows:

7.1. By the Customer. The Customer may terminate this Agreement by giving one month's notice. Email notification will not be accepted as notice of termination of Agreement.

7.2. By the Company. The Company may terminate this Agreement at any time and without notice if (a) if the Customer commits any breach of this Agreement including but without limitation non-payment of the Subscription Payments.

(b) by at least one month's written notice to the Customer.

7.3. The Company reserves the right to invalidate any Customer's User name and Internet Address issued to the Customer following termination of this Agreement.

7.4. Domain name hosting and transfer request for DNS records must be writing with the authorized signature of the domain owner. There is no charge for the transfer.

7.5. No refund of Subscription Payments will be made to the Customer upon termination of the Agreement by either the Company or the Customer.

7.6. The directors of the Company reserve the right to terminate or suspend a service if a Customer is undertaking any activities which are deemed to be detrimental to the Company.

8. RIGHTS ON TERMINATION

8.1. Termination of the Agreement shall not affect any pre-existing liability of the Customer or affect any right of the Company to recover damages or pursue any other remedy in respect of any breach by the Customer of the Agreement.

8.2. On termination of the Agreement right to the use of the Internet IP Address allocated by the company shall revert to the Company under RIPE terms or agreement except where specific agreement has been reached in writing between the RIPE and the Customer for the transfer of the Internet Address and the fee or other payment required by the Company in connection with such transfer has been paid for by the Customer.

8.3. In the event of termination of the Agreement by the Company on account of any breach of the terms and conditions thereof by the Customer the Company shall be entitled to the balance of all Annual Subscription Payments and Call Charges which would but for such termination have accrued due up to the earliest date on which the Agreement could have been terminated by the Customer in accordance with the terms hereof.

9. USERNAME AND INTERNET ADDRESS

9.1. The Company shall not be requested or required to release the User name Domain Name or Internet Address and may refuse to do so until this Agreement has been lawfully brought to an end and all sums due hereunder have been received by the Company, and the Customer has complied with all its obligations hereunder.

9.2. Domain Names remain the property on the Company until all sums due have been received.

9.3. The Company reserves the right to charge an admin fee of £15.00 + VAT to transfer a domain away from the Company's network, change the IPS Tags for a domain or change any Handles for a domain.

10. NOTICES

10.1. Any notices under or in connection with this Agreement shall be in writing and shall be delivered by Royal mail post to the relevant address given in the Agreement or to such address as the recipient may have notified to the other party via E-mail for that purpose.

10.2. Suspension notices for non-payment of Charges will be deemed as delivered by facsimile to the relevant facsimile number given in the Application or to such facsimile number as the Customer may have notified.

10.3. Any notice shall be duly given, if given by pre-paid first class mail, at the expiration of 48 hours after the envelope containing the same shall have been posted. In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such communication was properly addressed and posted as a pre-paid first class letter.

11. EXPENSES OF THE COMPANY

The Customer shall pay to the Company all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by the Company in enforcing any of these Conditions, or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the Customer in the event that legal processes cannot be enforced at the address last notified to the Company.

12. NON-WAIVER

The allowance of time to pay or any other indulgence by the Company in respect of payments due to it shall in no manner affect or prejudice his right to payment together with interest provided under these Conditions.

13. INVALIDITY

If this Agreement or any part thereof shall be adjudged for any reason to be void, unenforceable or ineffective but would be adjudged to be valid effective and enforceable if part of the wording were deleted or a provision were reduced in scope this Agreement shall continue with such modifications as may be necessary to make its provisions (or if such be the case its remaining provisions) valid effective and enforceable.

14. VARIATION

The Company reserves the right to vary these terms and conditions as a result of changes required by its insurers, operation or administration problems, new legislation, statutory instruments, Government regulations or licences. These Conditions may not otherwise be varied or waived except by express written agreement between both parties.

15. SERVICE LEVEL GUARANTEE

The Company warrants that its supply of access to the Internet shall be available at a level 95% per year. This warranty excludes failures of local circuits between The Company's network and the Customers network and or failures of or in the operation of customer owned hardware and or software. In the event of suspension of service due to a technical fault in the network or act of God, the Company will use all possible endeavours to resume service with minimum delay but will not be responsible for loss suffered by the Customer. The Company may suspend the service from time to time for necessary technical reasons and network upgrades outside the 95% warranty as above provided that 48 hours' notice has been given to the Subscriber, that the period of suspension is not more than one hour and that the time that the suspension occurs is usually chosen to be between 0000 hours and 0600 hours local time.

16. LAW AND ARBITRATION

This agreement is subject to the laws of England under the jurisdiction of the Courts of England and any alteration to part of the agreement shall not invalidate the remainder. This agreement incorporates the provisions for arbitration if any are available under any Code of Practice issued by the Network operator under the provision of its licence. Copyright 2005 InTouch Systems. All rights reserved all trademarks recognized. InTouch Systems, Registered office 36 Hurricane Way, Norwich, Norfolk, NR6 6HU, UK.