

General Terms and Conditions for Hosted Telephony Service

This Agreement covers your use of the **Hosted Telephony Service** (the Service) and is subject to the terms (the General Conditions) set out in this Agreement. By signing the Order, you signify your acceptance of the following terms. Please read this document carefully before using the Service.

We may update this Agreement at any time, the most recent version can be located on our Terms and Conditions page <https://www.ogl.co.uk/oglterms> which can be accessed by using your allocated password. It is your responsibility to regularly check and agree to the most recent version of the General Conditions, as you will be deemed to have accepted all updates by your continuing use of the Service. If you do not agree with the new terms when released, please contact legal@ogl.co.uk as soon as possible in writing.

Definitions

The terms defined in this Agreement have the meaning set out below:

"Agreement" the agreement between you and us for the provision of the Services incorporating these General Conditions, the applicable Services (as identified on the Order) and the Order, together with any document referenced in them

"Authorised Users" your employees, agents, independent contractors and advisers who are authorised by you to use the Services

"Call(s)" a signal, message or communication made

"Confidential Information" information of, or concerning, a party to this Agreement whether technical or commercial (including specifications, documents, drawings and designs), disclosed in writing, electronically or orally, where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure

"Cyber-attack" an attempt by hackers to damage or destroy a computer network or system

"Equipment" the hardware and associated devices to enable you to use the Services

"Fees" the total fees payable by you in respect of this Agreement and as set out in the Order

"Group" the OGL Group of companies

"Initial Term" the initial term of the Agreement described in the Order

"Inclusive Calls" are local, national and mobile Calls made and received within the UK and included in the Fees.

"Intellectual Property Rights" all intellectual property rights arising anywhere in the world whether registered or unregistered (including any application for registration), including copyright, know-how, confidential information, trade secrets, domain names, trademarks, trade names, patents, design rights, database rights and all rights in the nature of unfair competition rights and rights to sue for passing off

"Normal Support Hours" 8.45am to 5.30pm Monday to Thursday, 8.45am to 5pm Friday excluding English public holidays

"One-off Fees" any single charges or one-off costs, including (without limitation) charges for any remediation works such one-off costs being set out in the Order

"Order" the order for the provision of Services which forms part of this Agreement

"Rate Card" a list of Call rates and Service Changes as amended from time to time, which may be updated from time to time

"Renewal Period" any renewal period described in clause 10.1

"Set Up Fees" the fees for set up of the Services as set out in the Order

"Security Threat" a possible danger that might exploit a vulnerability to breach security of your System and therefore cause possible harm

"Services" the services provided by us to you as detailed in the Proposal and described in the Order

"Software" any software applications provided by us as part of the Services, as set out on the Order (excluding the Customer's software)

"Start Date" the start date of this Agreement as set out in the Order

"Subscription Fees" the monthly combined fee payable by you in respect of this Agreement and as set out in the Order, which includes Licence type and Call charges

"System" IT infrastructure including hardware, software, data, equipment and operating system

"Term" the term of the Agreement comprising the Initial Term and any Renewal Periods

"Third Party Services" any services or goods provided to you by us on behalf of a third party provider, or our Partner's suppliers

"we" or **"us"** or **"our"** (as the context requires) OGL Computer Support Limited of Worcester Road, Stourport on Severn, Worcestershire DY13 9AT

"you" or **"your"** (as the context requires) the Customer of the Services specified in the Order

Application of these Conditions

- 1.1. These General Conditions shall apply to the provision of Service to you during the Term.

Use of the Service

- 2.1. Subject to your payment of the Fees and the terms of this Agreement we grant to you a non-exclusive, non-transferable right during the Term of this Agreement to use, and/or allow the Authorised Users to use, the Service to the extent required for your internal business operations.
- 2.2. You shall procure all necessary licences for each Authorised User to use the Services and any third party software, which may require you to agree to third party licensing terms which will be detailed on the Order, and you warrant that you have and will maintain all necessary licences and consents necessary as part of the Services.
- 2.3. You shall not, except as may be permitted by law or otherwise in accordance with this Agreement:
 - 2.3.1. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; or
 - 2.3.2. reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- 2.4. You shall not:
 - 2.4.1. access all or any part of the Service in order to build a product or service which competes with the Service; or
 - 2.4.2. use the Service to provide services to third parties; or

- 2.4.3. attempt to obtain, or assist third parties in obtaining, access to the Service, other than as provided under this clause 2; or
- 2.4.4. sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Service available to any third party except the Authorised Users.
- 2.5. You agree that in using the Service you shall comply with the terms of this clause 2. If you fail to comply with this clause 2, we shall have the right to:
 - 2.5.1. suspend the Service until such time as we are satisfied that you are able to comply with this clause 2; and/or
 - 2.5.2. terminate the Service forthwith upon written notice to you; and/or
 - 2.5.3. claim any costs expenses losses and damages which we may incur as a result of your failure to comply with this clause 2.

Our Obligations

- 3.1. We will deliver and perform the Services with reasonable skill and care, except to the extent that you have failed to comply with your obligations in this Agreement, or where your use of the Service is contrary to our instructions, or where the Service has been modified or altered by anyone other than us or our authorised contractors or agents.
- 3.2. Subject to clauses 3.3 and 3.4, if the Service does not conform to the undertaking in clause 3.1, we will use all reasonable endeavours to correct the defect in accordance with our standard support (Support) procedures. Our standard Support service shall be available during our Normal Support Hours except in the case of a total service failure, following which (subject to clause 3.4), we shall use our reasonable endeavours to resume the Services as soon as reasonably practicable.
- 3.3. The remedy set out in clause 3.2 constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 3.1.
- 3.4. Notwithstanding the foregoing, we:
 - 3.4.1. do not warrant that your use of the Services will be uninterrupted or error-free, nor prevent a Security Threat or Cyber-attack, nor that the Service will meet your requirements; and
 - 3.4.2. are not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of Services, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such IT and communications facilities, including Security Threat and Cyber-attack; and
 - 3.4.3. shall not be liable to you for any defect in the Service to the extent caused by any defect or failure in your System, Equipment or internet connection.
- 3.5. Subject to the exclusions in clause 3.4, in the event you experience more than 1 hour downtime in any calendar day (except for planned or emergency maintenance), we will refund you the equivalent of that day's Subscription Fees.
- 3.6. Subject to your obligations as set out in this Agreement, we warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under this Agreement.

Your Obligations

- 4.1. In order for us to provide the Services, you shall provide us with all necessary co-operation and comply with any obligations in relation to this Agreement and access to such information as we may require, including but not limited to access to your premises, System and any security access information.
- 4.2. You agree to:
 - 4.2.1. Pay the Fees when due in accordance with the Order and clause 5.
 - 4.2.2. Ensure that your Systems and internet connectivity comply with our requirements communicated by us from time to time and the Equipment is stored and maintained to the manufacturer's recommendations and that patch updates are maintained and kept up to date on all Equipment and operating systems.
 - 4.2.3. Ensure that the Services are operated by Authorised Users only.
 - 4.2.4. Be wholly responsible for the security of the proprietary and confidential information held on the Equipment.
 - 4.2.5. Inform us of service patch or service pack updates or connection of peripheral devices or associated software updates that may have caused a software fault.
- 4.3. You agree to keep us updated with your contact details, including your address and update us within 24 hours if there are any changes. This information is used in an Emergency Services database and a failure to maintain accurate address details may result in the delayed response from the Emergency Services and admin charges being incurred which you will be responsible for.

Charges and payment

- 5.1. In consideration of receipt of the Services, you shall pay the Fees in accordance with this clause 5 and the Order.
- 5.2. We shall invoice you:
 - 5.2.1. In advance of the Start Date for the Set up and Installation Fees; and
 - 5.2.2. for any One-off Fees;
 - 5.2.3. for your Licences; and
 - 5.2.4. you shall pay our invoices for the same as agreed on the Order.
- 5.3. You will pay for any Calls which fall outside of Inclusive Calls as per the Rate Card and you shall be invoiced monthly and pay by Direct Debit.
- 5.4. All amounts payable under this Agreement are exclusive of value added tax (if any) which shall be paid at the rate and in the manner for the time being prescribed by law.
- 5.5. If you fail to pay any amount payable under this Agreement, we reserve the right to
 - 5.5.1. suspend the Service until all outstanding payments are received in full; and
 - 5.5.2. claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.6. We shall be entitled to increase any Fees as a result of any increase to us upon at least 30 days' prior written notice which will take effect in your next payment date thereafter.
- 5.7. We reserve the right to make additional charges to you based on our current charging rates or price lists in respect of the following:
 - 5.7.1. Any Support carried out at your request outside our usual working hours or the resolution of pre-existing problems are provided that are not covered under the Agreement;

- 5.7.2. Support required due to any accident or disaster including, without limitation, fire, flood, wind, lightning, vandalism or burglary;
- 5.7.3. Support required due to hardware upgrade, software upgrades, interfacing to third party software packages, work performed or modifications by personnel other than our employees or authorised sub-contractors;
- 5.7.4. Software updates and enhancements necessary due to changes in Government legislation;
- 5.7.5. An exceptionally high requirement for advice and support due to frequent changes of staff, loss of key staff or untrained staff, or to provide support to third party companies such as external accountants or auditors.

Proprietary Rights

- 6.1. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Software, and the Services. Except as expressly stated herein, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, or the Services.
- 6.2. We shall, subject to clause 6.5, defend you, your officers, directors and employees against any judgment by a competent UK court of law that any Service infringe any United Kingdom patent effective as of the Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
 - 6.2.1. we are given prompt notice of any such claim;
 - 6.2.2. you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - 6.2.3. we are given sole authority to defend or settle the claim.
- 6.3. In the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement without any additional liability or obligation to pay damages or other additional costs to you.
- 6.4. In no event shall we, our employees, agents and authorised contractors be liable to you to the extent that the alleged infringement is based on:
 - 6.4.1. a modification of the Services by anyone other than us; or
 - 6.4.2. your use of the Services in a manner contrary to the instructions given to you by us;
 - 6.4.3. your use of the Services after notice of the alleged or actual infringement from us or any appropriate authority.
- 6.5. This clause 6 sets out our sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

Liability and Indemnity

- 7.1. Nothing in this Agreement shall operate to exclude or limit our liability for death or personal injury caused by our negligence; any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; fraud; or any other liability which cannot be excluded or limited under applicable law.
- 7.2. Except as expressly and specifically provided in this Agreement:
 - 7.2.1. you assume sole responsibility for results obtained from the use of the Service, and for conclusions drawn from such use. We shall have no liability to you or any third parties for any damage caused by errors or omissions in any information or instructions provided to us by you in connection with the Service, or any actions taken by us at your direction;
 - 7.2.2. the Services and Software are provided to you on an "as is" basis and except as set out herein all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 7.3. Subject to clause 7.1, we shall have no liability to you or any third parties for:
 - 7.3.1. any loss of profits; loss of anticipated savings; loss of business opportunity or loss of goodwill or wasted management time which you may suffer, whether they arise directly or indirectly or are immediate or consequential and whether they arise in contract, tort (including negligence) or otherwise; or
 - 7.3.2. any indirect or consequential loss or special damage (even though we were aware of the circumstances in which such special damage could arise); or
 - 7.3.3. any and all problems, delays, delivery failures and all other loss or damage or costs or expenses incurred by you arising from or caused by your System; your equipment; your network; your failure to maintain internet connectivity or any breach of your obligations under this Agreement; or
 - 7.3.4. any loss of, or damage to, your System caused by any third party (except those third parties subcontracted by Us to perform any of the Services).
- 7.4. In the event that you suffer loss of or damage to your Data as a result of our breach of this Agreement or the negligence of our personnel, our total liability to you for loss of or damage shall be limited to the lesser of:
 - 7.4.1. the cost of restoring the Data to the last available backup; or
 - 7.4.2. the sum in clause 7.5; and
 - 7.4.3. you acknowledge that the provisions of this clause 7.4 represents a reasonable apportionment of risk having regard to the Fees for the Services.
- 7.5. Subject to clauses 7.1, 7.3 and 7.4, our total liability to you, whether in contract, tort (including negligence) or otherwise in connection with this Agreement, shall not exceed a sum equal to the total value of the Fees paid or payable by you in respect of the 12 months during which the liability arises.

Data and Data Protection

- 8.1. For the purpose of this agreement, you are the Data Controller and we are the Data Processor and the terms "Personal Data" and "Data Subject", "Data Processor" and "Data Controller" have the meanings given to them in the Data Protection Act 2018.
- 8.2. You shall own all rights, title and interest in and to all of your Data and you provide to us all necessary rights to your Data to enable us to provide our Service to you. In accordance with our Data Processing Terms and Conditions, we will only use your data as necessary to provide our Service, or as otherwise required by law.
- 8.3. We warrant that, to the extent that we process any Personal Data on your behalf:
 - 8.3.1. we shall act only on your lawful instructions; and

- 8.3.2. we have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data.
- 8.4. You acknowledge that we are reliant on you for direction in respect of our access to Personal Data whilst providing our Service, and that we shall not be liable for any claim brought by a Data Subject arising from any action or omission by us that resulted directly from your instructions.
- 8.5. We draw your attention to the Data Processing Terms on the OGL website and extend clause 2.4 to include the Ukraine in order to fulfil our contractual obligations to you.

Security

- 9.1. You are (and this includes your Authorised Users) responsible for controlling access to the Service and your network and we shall not be responsible for any unauthorised access to your Calls or Data as a result of the security of such access controls being violated by any person other than us or our third party contractors.
- 9.2. It is your responsibility to ensure the security and maintenance of your System, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of your size and standing which is necessary to protect your System and your Data, which includes your customers' Data.
- 9.3. It is your responsibility to ensure that your Authorised Users are regularly trained in security awareness and Cyber-attacks and Security Threats prevention.

Termination

- 10.1. Subject to clause 10.2, unless you give us not less than 90 days' prior written notice to terminate the Agreement by completion of the Contract Termination Form by the Authorised Representative at the end of the Initial Term, this Agreement shall automatically continue thereafter for one or more Renewal Periods of twelve (12) months. The Contract Termination Form is available on www.ogl.co.uk/ogfterms. You will need to enter the 6-digit code in order to access the relevant page.
- 10.2. Either we or you may terminate this Agreement immediately on notice to the other, and without liability to the other:
- 10.2.1. if the other party breaches any of the terms of this Agreement and the breach (where the breach is capable of being remedied) has not been remedied within 30 days of a written request to remedy it;
- 10.2.2. if the other party convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for its winding up or for making of an administration order;
- 10.2.3. if the other party ceases or threatens to cease business.
- 10.3. On expiry or termination of this Agreement for any reason:
- 10.3.1. you shall immediately pay to us all of our outstanding unpaid invoices and related unpaid interest;
- 10.3.2. we shall disable the Services and you shall return to us or destroy all user documentation and other materials provided by us in connection with the Services;
- 10.3.3. the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving, shall not be affected or prejudiced.
- 10.4. This clause 10 shall apply in addition to any provisions regarding termination as may be set out in any other Group agreements.

Confidentiality

- 11.1. Each party shall protect the Confidential Information (whether technical or commercial) of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 11.2. Confidential Information of the disclosing party may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the receiving party procures that any such recipient complies with the provisions of this clause 11.
- 11.3. The obligations set out in this clause 11 shall not apply to Confidential Information which the receiving party can demonstrate:
- 11.3.1. is or has become publicly known other than through breach of this clause 11; or
- 11.3.2. was in possession of the receiving party prior to disclosure by the other party; or
- 11.3.3. was received by the receiving party from an independent third party who has a full right of disclosure; or
- 11.3.4. was independently developed by the receiving party; or
- 11.3.5. is required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement to the extent lawfully possible.
- 11.4. This clause 11 shall survive termination or expiry of this Agreement, however arising and shall continue thereafter for a period of 3 years or such other period as may be agreed by the Parties.

Non-Solicitation

- 12.1. During this Agreement and for the period of 12 months following upon its termination, you will not directly or indirectly and whether for its benefit or for the benefit of another, solicit or induce or endeavour to solicit or induce any officer, employee, agent or authorised contractor to leave the Group's engagement, or engage any such individual without the Group's written consent.
- 12.2. Should you engage the services of any officer, employee, agent or authorised contractor, whether the engagement is as employee or as independent contractor, during the Agreement or within twelve months thereof, a fee of 50% of the starting annual salary of that said person will be payable by you to the Group.

General

- 13.1. All prices will be quoted in writing. If we quote you a price for any of our products or services, that price will be valid for 30 days from the date of the quote, except for Equipment which is 10 days.
- 13.2. We may, from time to time and without notice, change the Service in order to comply with applicable statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Service.
- 13.3. Where practicable, and unless specified otherwise within the Agreement, we will give at least 30 days' notice of any change but no variation of the Agreement shall be valid unless it is in writing and signed by us.
- 13.4. A waiver of any right under the Agreement is only effective if it is in writing and shall not be construed as a waiver of any other provision of this Agreement.
- 13.5. If a court or similar body decides that any wording in any provision, or part of any provision, in this Agreement is invalid, illegal or cannot be enforced, we will treat this as not forming part of the Agreement and that decision will not affect the rest of the Agreement, which will remain binding on both parties.
- 13.6. We shall have no liability to you under the Agreement if we are prevented from, or delayed in performing, our Obligations under the Agreement or from carrying on our business by acts, events, omission or accidents beyond our reasonable control.
- 13.7. We cannot provide a guarantee against Cyber-attacks or Security Threats, or that your Service is free from every form of attack, flaw and security weakness, and you agree that a cyber-attack or breach of cyber security or threat is beyond our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonable in taking steps to prevent such an attack or breach of security.
- 13.8. This Agreement is personal to you. You shall not assign, subcontract or otherwise transfer or dispose of all or any part of its rights or obligations under this Agreement without our prior written consent. You cannot transfer the Service to any other person or organisation, and if you become insolvent, an insolvency practitioner cannot pass on the Service as part of your business assets.
- 13.9. We may assign, subcontract, delegate in any manner or otherwise transfer or dispose of all or any part of this Agreement at any time without your consent to any third party or agent.
- 13.10. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by recorded delivery or by commercial courier to the other party to the address set out in the Order or as otherwise specified by the relevant party by notice in writing to the other party. Any notice shall be deemed to have been duly received if delivered personally, when left at the address set out in the Order or, if sent by recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.11. This Agreement constitutes the entire agreement between you and us relating to the Services, and replaces all documents, information and other communications (whether spoken or written). Each party acknowledges, in entering into the Agreement, that it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in this Agreement provided that nothing in this clause shall limited or exclude any liability for fraud or fraudulent misrepresentation.
- 13.12. Nothing in the Agreement is intended to or will create a partnership between the parties.
- 13.13. As we are part of a group of companies, our parent company, OGL Computer Services Group Limited, may enforce the terms of this Agreement. A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of it. This means that only us, you and OGL Computer Services Group Limited can enforce the rights set out in this Agreement.
- 13.14. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, English law and shall be subject to the exclusive jurisdiction of the English courts.

Schedule 1 – The Service

1. Where it is necessary for us or our suppliers to effect installation and/or maintenance of a Service or Equipment at your site, you shall provide full access to such site and to personnel, and any technical help reasonably required by us or its suppliers for the installation and maintenance of the Service or Equipment. The Service will have deemed to go live on the scheduled day of installation.
2. We will provide Support Services within our Normal Support Hours and you agree that we may escalate any matters to our third party suppliers.
3. Inclusive Calls will be included under the Agreement but any Calls falling outside of Inclusive Calls will be chargeable as per the Rate Card.
4. A Fair Usage Policy is in operation and limitations may be put in place or tariffs changed if your use is deemed to be excessive.
5. You will be liable for any fraudulent activity on your account. A fraud prevention setting will be agreed and configured for you to disable an account at a pre-defined limit liability.

Schedule 2 – Equipment

1. Equipment may be purchased or leased from us as per the Order for the Initial Term and any Renewal Periods.
2. All Equipment must be used in accordance with any instructions and we will not be liable for any repairs whatsoever or howsoever arising other than as a result of normal and proper use in accordance with those instructions.
3. You shall be responsible for the Equipment once it has been despatched to you and it shall remain at your risk until it is returned to us, or in the case of purchase of the Equipment, until ownership has been transferred to you.
4. Leased or loaned equipment from us shall at all times remain our property. Where you have purchased Equipment, the ownership of the Equipment will transfer from us to you on receipt by us of your last payment.
5. You are responsible for insuring the Equipment against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the Equipment.

6. Should your Equipment develop a fault, you should contact our Support Services for assistance as soon as possible. All handsets have a 5 year warranty and we will arrange a repair, replacement (to a similar specification) or credit note as appropriate.
7. You shall not use or permit to be used any equipment that is connected (directly or indirectly) to the Service which is technically incompatible with the Service and you procure that such equipment does not interfere with the operation of the Service or Equipment.

Schedule 3 – Fair Usage Policy

1. This Fair Usage Policy sets out the terms between you and us under which you and your Authorised Users may access and use the Service.
2. You accept and agree to abide by all the policies and this Policy forms part of this Agreement.
3. You shall and you shall procure that your officers, employees, contractors, sub-contractors and your own customers shall:
 - (a) refrain from transferring any illegal material to or from other users of the Service and the other privately owned and operated services to which we may from time to time provide access;
 - (b) not use the Service in any way that is unlawful, fraudulent or has any unlawful or fraudulent purpose or effect;
 - (c) refrain from sending and from causing, allowing or enabling to be sent, any menacing, offensive, abusive or annoying messages whilst using the Service via us or any other ISP;
 - (d) refrain from sending and from causing, allowing or enabling to be sent, any bulk or mass unsolicited or unauthorised advertising promotional materials, commercial e-mail messages (UCE), colloquially referred to as SPAM, or SPAM over Internet Telephony (SPIT) whilst using the Service via the Company or any other ISP;
 - (e) not transmit any data, send or upload any material that contains viruses, worms, spyware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - (f) not divulge passwords and user names to any third party
 - (g) keep us informed of any change to your address and other such information as may affect provision of the Service or payment of charges due;
 - (h) immediately cease to use and return any Internet Addresses, Passwords, Domain Names and Version 17.01 Internet Addresses allocated by us to you on termination of this Agreement for whatever reason;
 - (i) not to announce by any means any or all Internet Addresses allocated to or by you as part of an Autonomous System. (Customers hosting on shared servers who submit their site to such autonomous systems agree to pay a fee of £295 + VAT per month, or be responsible for a direct costs that are incurred by us as a result, whichever is the greater);
 - (j) not to use or permit the usage of the Service in an unlawful manner or in contradiction of any published legislation or regulations or Codes of Practice governing or relevant to the Internet or PSTN;
 - (k) not use the Service in any way that breaches any applicable local, national or international law or regulation.