

Thank you for choosing Datanet to provide you with premium managed, connectivity, collaboration and hosting solutions. Our goal is to provide these solutions beyond your expectations and always to the best of our endeavours. Datanet, established in 1996, is one of the UK's longest serving ISPs providing a full range of Internet services and secure hosting to business. Following is a plain English and friendly description of our "Terms & Conditions" of business. In this document "We" or "Us" or "Datanet" refers to DATANET.CO.UK Limited and "You" or "Your" refers to you or your company, our customer.

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## (1) Standard Terms & Conditions (Inc. Acceptable Use Policy AUP)

1.1 Datanet services may only be used for lawful purposes. Transmission of any data through the network, or use of any part of the network in violation of any UK law or regulation is prohibited. Data stored on our servers by you must be legal and you are responsible for obtaining licenses and consents, including copyrights, performing rights and any other relevant intellectual property rights.

1.2 Whilst on Datanet's premises or working remotely with access to Datanet Systems, you must treat all information (verbal, written or electronic) as confidential and not retain or disclose it at any point unless authorisation has been given by Datanet.

1.3 As a business to business service provider, we expect network traffic to be related to normal business activities, accordingly, use of Datanet services is subject to your reasonable use, any data transfer, uploading, downloading, advertising, transmission, distribution of software, programmes, products, or services, causes of spam, initiation of ping flooding, mail bombing, denial of service attacks, piracy of software, which has a directly detrimental effect to Datanet's network, services or other customers may be contrary to 'reasonable use'. These terms & conditions, together with our SLA's form our Acceptable Use Policy (AUP).

1.4 We will suspend or terminate the services if you materially breach the Terms & Conditions or fail to remedy any material breach within a reasonable period of being asked to do so.

1.5 Datanet expects you take reasonable steps to protect your own network with firewalling and anti-virus services.

1.6 Traffic through Datanet's network is provided subject to any restrictions put in place by our upstream network partners. This may include, but is not limited to, traffic prioritization, filtering or monitoring.

1.7 Any liability by Datanet shall be limited to the remainder of any fees paid for services less any deductions for charges incurred. Datanet shall not be liable for failure to perform its contractual obligations if such failure results from force majeure, act of God, governmental act, fire, explosion, accident, industrial dispute, or any other cause beyond Datanet's reasonable control. In no event shall Datanet be liable for indirect or consequential loss (including loss of profits) arising from any breach of the services.

1.8 Except by our written agreement, we have no responsibility for any goods, services, information, software, or other data you obtain when using the Internet.

1.9 All fees and rentals are subject to our prevailing prices, which are amended from time to time and may be effective from your next billing period and are subject to VAT at the prevailing rate.

1.9.1 Where a contract term of more than one year has been agreed, prices will be subject to periodic reviews and the resulting price increases will be applied each year on the anniversary of the commencement of the contract.

1.10 Quotations and proposals provided by Datanet are valid for thirty days from the date of issue and are subject to final survey, technical appraisal and any excess construction charges.

1.11 If any of the information provided by you and required by us to provide the services changes, including any changes to your payment and contact details, you must inform us as soon as reasonably possible in writing or by email to [OpsTeam@datanet.co.uk](mailto:OpsTeam@datanet.co.uk) and you must follow up with a confirmation phone call.

1.12 When we issue you with usernames and passwords, they are essential for secure use of the services and you must take reasonable steps to ensure that you keep these confidential and secure and that you use them in accordance with any relevant instructions.

1.13 If you request us to re-issue usernames or passwords, we will only provide these to a known destination either by post, fax or email, not verbally over the telephone unless we have agreed a security code.

1.14 If we think, in our reasonable discretion, that there has been a breach of security or misuse of the services, we may change or suspend your password and then notify you of this change.

1.15 Resale of services through our network is only permitted with our written agreement.

1.16 Any Internet Protocol (IP) numbers allocated by Datanet to you shall at all times remain the property of Datanet, you may use these IP numbers for the duration of the services. Where a block of IPs is allocated, the first and last IPs in the block are usually reserved and are not useable.

1.17 Datanet operates a Partner Reseller scheme subject to additional Terms & Conditions, which, after registration and qualification, can be viewed on our partner website at [http://www.datanet.co.uk/partner\\_terms.aspx](http://www.datanet.co.uk/partner_terms.aspx) (applies only to successful applicants of the Partner Reseller Scheme).

1.18 Complaints should, in the first instance be made in writing to [OpsTeam@datanet.co.uk](mailto:OpsTeam@datanet.co.uk) and followed up with a confirmation phone call and will then be reviewed by the Operations Manager in conjunction with the relevant Team Manager. In the event that this course of action does not bring about a satisfactory conclusion, the matter will be referred to the Managing Director. Beyond that you may wish to address the matter to CISAS which is an independent, OFCOM approved, dispute resolution service. In compliance with industry regulations Datanet is a member of CISAS. You can contact CISAS at International Dispute Resolution Centre, 70 Fleet Street, London EC4Y 1EU. Tel: 020 7520 3814 Email [info@cisas.org.uk](mailto:info@cisas.org.uk) Web [www.cisas.org.uk](http://www.cisas.org.uk)

1.19 These Terms & Conditions and any associated services contract (order form and SLA's) and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms & Conditions and any associated services contract or its subject matter or formation (including non-contractual disputes or claims).

## (2) Addresses and Contacts

2.1 The registered offices of Datanet and the address for general correspondence is: DATANET.CO.UK Limited, Aspen House, Barley Way, Ancells Business Park, Fleet, Hampshire, UK, GU51 2UT.

Telephone: 0845 130 6010, Fax: 0845 130 6020, Web: [www.datanet.co.uk](http://www.datanet.co.uk)

General email: [info@datanet.co.uk](mailto:info@datanet.co.uk)

Support telephone: 0845 130 0695

Support email: [support@datanet.co.uk](mailto:support@datanet.co.uk)

Network status: [www.datanet.co.uk/network\\_status.aspx](http://www.datanet.co.uk/network_status.aspx)

Our normal business hours are from 9.00am to 5.30pm Monday to Friday excluding public holidays. Our normal support hours are from 8am to 8pm Monday to Saturday including public holidays, certain services (refer section 5) are eligible for 24 hour support, please refer to your welcome letter.

Company registration number 03214053 and VAT registration number 664690014

Bank account for payments: sort code 40-21-27 account number 71200402 account name DATANET.CO.UK

## (3) Payment terms and methods

3.1 All orders are subject to VAT at the prevailing rate and payment is due as per the payment terms stated on the invoice. High value orders inc. private circuits and hardware will be progressed after payment is received.

3.2 Service orders may be subject to a credit check.

- 3.3 Invoices are raised in advance, monthly, quarterly or annually depending on the services. We provide electronic invoices by email or online, you will need to provide us with a generic or departmental (rather than personal) email address for this purpose.
- 3.4 Methods of payment include Direct Debit, Cheque, BACS and credit/debit card (excluding American Express). Bank account for payments: sort code 40-21-27 account number 71200402 account name DATANET.CO.UK
- 3.5 For credit/debit card transactions of £500 or more, a 3% card processing fee will be levied.
- 3.6 When we accept a payment by credit card it is for a one off transaction and your card details will not be stored.
- 3.7 Ongoing monthly or quarterly payments must be by Direct Debit.
- 3.8 Minimum monthly fees of £20 plus VAT apply, otherwise the Services will be billed annually in advance.
- 3.9 Hardware and software should be paid for fully in advance and remains the property of Datanet and title stays with Datanet until full and final payment has cleared our bank account.
- 3.9.1 When replacement hardware is supplied under Premier Support, an invoice will be raised, at the prevailing list price, pending return of the faulty hardware. Faulty hardware should be returned within 10 business days and upon its receipt the invoice will be deleted. In the event that the faulty hardware is not returned within 10 business days, the invoice for the replacement hardware will be issued and payment required by return.
- 3.10 Customers with a reliable and prompt payment history with Datanet may negotiate payment terms on account.
- 3.11 Payment defaults, whether by cheque, direct debit, standing order or credit card, will be subject to bank charges, handling fees and re-connection fees.
- 3.12 Payment defaults may result in your Datanet services being terminated.
- 3.13 Payment defaults may result in a charge over hardware or software under our control and disposal of same to recover our fees and any additional costs.
- 3.14 If we are unable to collect regular or ongoing payments (where these apply) we will advise you as soon as possible and you are obliged to respond and make payment within a reasonable time, failure to do so, or if we are unable to contact you at the usual billing address, may result in suspension of services. Continued default of payment will result in the termination of your services and any other Datanet services, which will then incur charges and fees as above.
- 3.15 If you dispute any invoice, you will notify Datanet in writing as soon as practicable after delivery of the relevant invoice giving your reasons. You are not entitled to withhold: (a) payment of any amount not in dispute; and /or (b) any payment to Datanet on the grounds that you have a dispute with other parties e.g. your end users, your customers or your other suppliers.

#### (4) Lead time, minimum term, billing periods and cancellation

- 4.1 Services are provided for a minimum term as listed below, except where agreed differently on the "Services Order Form".
- 4.2 To cancel a service, you must give notice of at least the billing period, as per the table below, this must be after the minimum term and must be in writing or email followed by a confirmation phone call, (refer Section 2 "Addresses and Contacts").
- 4.3 Services are billed monthly or quarterly, as listed below, the minimum term is at least the billing period, refunds are not permitted for cancellations during the billing period and a cancellation (cease) fee may be applied.
- 4.4 If you cancel the Services and you pay by standing order, it is your responsibility to cancel the standing order with your bank, overpayments will not be eligible for refunds and instead will accumulate credits for Datanet services.
- 4.5 In the event of any ongoing overpayments to Datanet, where there are no longer any active Datanet services against which to apply the overpayments, you will be contacted at least twice in the three months after the overpayment is made by any of several different methods (fax/email/letter etc).
- 4.5.1 If you fail to respond, we will contact your bank asking them to cancel the Standing Order and enclose a cheque made out to your company for the value of the most recent overpayment.
- 4.5.2 If we continue to receive overpayments for more than 3 months, we will raise monthly invoices for handling fees commencing from receipt of the 4th monthly overpayment, based on the following:
- a) If you cancelled the services in writing in accordance with our Terms & Conditions, the invoice will be raised at a rate of 25% of the overpayment value.
- b) If no cancellation in writing was received from you, you are in breach of our Terms & Conditions and the invoice will be raised at a rate of 50% of the overpayment value.

4.5.3 At each Year End (December 31st), any overpayment credits will be written off and you will not be able to reclaim these credits.

4.6 Following is a list of the "Lead Time, Minimum Term, Billing Periods and Cancellation Notice". The lead time may be subject to external requirements beyond our control such PSTN lines, fibre, hardware etc.

The "Minimum Term" means the minimum term for billing e.g. 12 months means you must pay for at least 12 months not including the lead time or any un-billed or credited periods.

| Name of Service                                  | Lead Time (business days) | Minimum Term (months)  | Billing Period & Cancellation Notice |
|--|---------------------------|------------------------|--------------------------------------|
| Dedicated, Managed & Virtualised (VM) Servers    | 1-20                      | 12                     | monthly                              |
| Application Hosting and Unified Communications   | 5-20                      | 12                     | monthly                              |
| Rack Space & (Co-Lo) Co-location                 | 1-5                       | 12                     | monthly                              |
| Reboot Control Panel                             | 1-5                       | 12                     | monthly                              |
| Additional Power, subject to availability        | 1-5                       | 12                     | monthly                              |
| Managed Firewall                                 | 5                         | 12                     | monthly                              |
| Customer supplied device                         | 1-5                       | 12                     | monthly                              |
| Offsite Back-up                                  | 1-5                       | 12                     | monthly                              |
| Additional Data Transfer                         | 1                         | 3                      | monthly                              |
| Internet Bandwidth                               | 5+                        | 12                     | quarterly                            |
| Private Circuit                                  | Up to 75                  | (Refer 7.1.2)<br>12-60 | quarterly                            |
| ADSL or ADSL2+                                   | 10                        | 3-12                   | monthly                              |
| FTTC & FTTP *subject to BT engineer availability | 10-15*                    | 12                     | monthly                              |
| Additional Data Transfer (ADSL2+, FTTC, FTTP)    | 1                         | 3                      | monthly                              |
| Annex M (ADSL2+)                                 | 1                         | 3                      | monthly                              |
|  |                           |                        |                                      |
| Mail, POP & SMTP (inc. Roaming)                  | 1                         | 12                     | monthly                              |
| Fixed IPs  | 1                         | 12                     | monthly                              |
| Premier Support on Hardware                      | 1                         | 12                     | monthly                              |
| Premier Support on ADSL/SDSL Lines               | 1                         | 3/12                   | monthly                              |
|  |                           |                        |                                      |
| MessageScreen                                    | 1                         | 3                      | monthly                              |
| Domain names                                     | 1                         | 12/24                  | monthly                              |
| Sub-domains                                      | 1                         | 12                     | monthly                              |
| Web space, commercial                            | 1                         | 12                     | monthly                              |
| SQL, database share                              | 1                         | 12                     | monthly                              |
| SQL daily back-up                                | 1                         | 12                     | monthly                              |
| DSN for MS web space                             | 1                         | 12                     | monthly                              |
| Web space excess traffic                         | 1                         | 3                      | monthly                              |
| Dedicated Secure Certificate                     | 2-5                       | 24                     | monthly                              |
| Shared Secure Certificate                        | 1                         | 12                     | monthly                              |

## (5) Technical support, fault reporting and 24-hour support

5.1 You may report a fault by any of the contact details listed under "Addresses and Contacts", we will endeavour to restore the services as soon as possible.

5.2 Occasionally, we may suspend the services where necessary for operational reasons such as repair, scheduled maintenance or improvement of the services or because of an emergency (MSO major service outage). Except in the event of an emergency, we will try to give you as much notice as possible of any periods of downtime of the services by posting information on our Network Status page at [http://www.datanet.co.uk/network\\_status.aspx](http://www.datanet.co.uk/network_status.aspx) and, where practical, by email or emergency SMS text message to your main technical contact(s).

5.3 8am to 8pm Monday to Saturday support (828x6) is available for all Datanet services.

5.4 Seven days a week manned telephone support (24x7) is available for Private Circuits Leased Lines, MPLS, Ethernet Extension Services, Bespoke Connectivity Solutions and Data Centre Hosting services, (excludes ADSL, ADSL2+, FTTC, FTTP, SDSL, web space, domain names and other services as detailed in Section 8 of these Terms & Conditions) please refer to your "Welcome Letter" for the 24-hour support number.

5.5 We may require details for a 24/7 on site contact and access to equipment and premises in the event that a site visit is required outside normal business hours to allow us to provide a fix within our SLA.

## (6) Hosting: Dedicated & Virtualised (VM) Servers, Co-location, Rack Space

6.1 We are responsible for providing, power, cooling, physical security and network services to the hosted environment.

6.2 We are responsible for the hardware when provided on a rental basis, such as dedicated servers and for a standard install of the operating system when rented from us.

6.3 You are responsible for configuration and installation of any applications even if provided under rental by us. You are also responsible for data migration, software patches, fixes, updates and data security.

6.4 Bandwidth, power usage and remote hands are monitored and are subject to additional charges where the standard allocation is exceeded.

6.5 Dedicated, Virtualised (VM) servers and other hardware provided by Datanet under a rental agreement remain the property of Datanet at all times.

6.6 Software provided by us will likely be provided on a rental basis, covered by "Datacentre Licenses" and remain the property of Datanet or our suppliers. Microsoft SPLA is subject to Microsoft's SPLA Terms & Conditions, a copy is here [http://datanet.co.uk/user/files/terms\\_conditions/SPLA\\_LICENSE\\_TERMS.pdf](http://datanet.co.uk/user/files/terms_conditions/SPLA_LICENSE_TERMS.pdf) and may be updated from time to time.

6.7 Hosting Services benefit from our 24x7 Support and Service Level Agreements (SLAs).

## (7) Connectivity Solutions

### Private Circuits and Leased Lines:

7.1 Private Circuits include Leased Lines, MPLS, Ethernet Extension Services, Bespoke Connectivity Solutions, IP transit and Bandwidth.

7.1.1 All equipment, installation and activation fees are payable fully in advance and the rental is payable quarterly in advance.

7.1.2 Private circuits are provided subject to a one to five year contract as per the "Services Order Form".

7.1.3 Private circuits are subject to line and technical feasibility survey, up to 75 business day lead time and three months (one quarter) notice to cancel.

7.1.4 The Installation price, or set-up fee, is based upon appropriate fibre being on site and also subject to "excess construction charges" which will be notified after the survey. If any additional private circuit installation fees are advised then you have the right to cancel this contract and receive a refund.

7.1.5 IP transit and bandwidth may also be purchased along with your private circuit or with your hosted solution.

7.1.6 Private Circuits are dedicated to your specified location, it is solely your responsibility to ensure that the specified location address, postcode and termination point are correct.

7.1.7 Private Circuits benefit from our 24x7 Support and Service Level Agreements (SLAs).

### Broadband ADSL, SDSL, FTTC and FTTP:

7.2 A prerequisite for the ADSL service is a BT plain old telephone (POTS) line to convert (gives back ADSL and 1 x POTS).

7.2.1 ISDN is not suitable and will have to be converted back to POTS, this conversion is available as a special service and is subject to an additional fee from both Datanet and BT.

7.2.2 ADSL, SDSL, FTTC and FTTP services are available from most BT exchanges, however the service is subject to availability and will usually take up to ten business days to install. SDSL, FTTP and FTTC services will require a BT engineer to visit your premises to carry out the installation. The speed and stability of the service will in all cases be dependent on the line quality and the distance of your premises from the local exchange.

7.2.3 In certain circumstances you may ask us to reduce the lead time for the provision of a DSL service by way of a BT Fast Track. The BT Fast Track service is subject to an additional fee and is offered as a best efforts rather than guaranteed service.

7.2.4 ADSL is an asymmetric service, which means that the upload and download speeds are different, some services are rate adaptive and may take up to 10 days to stabilise during the settling in period. 20CN based services are contended at 20:1 for Business/Premium ADSL and 50:1 for our Standard Services.

7.2.5 Annex M is an option available on ADSL2+ services only for an additional fee. This option trades off some of the download speed in order to achieve an increased upload speed to a maximum of 2.5Mb.

7.2.6 SoHo24 and SoHo40 Services are subject to a monthly data download limit. Data usage is monitored on a monthly basis and you will be notified if you have exceeded your allowance. Exceeding your allowance may incur additional charges and if you continue to exceed your allowance for a full quarter, you will need to upgrade your service to one of our ADSL2+ or FTTC services that benefits from unlimited download usage terms.

7.2.7 Elevated Priority is included in Enterprise24 and Enterprise40 services. This service provides a minimum throughput for 90% of the time over the busiest 3-hour period.

7.2.8 SDSL is a symmetric service, which means that the upload and download speeds are the same and the contention is reduced to 10:1 however availability is more restricted.

7.2.9 As a business focussed ISP, Datanet reserves the right to manage our DSL network traffic to give priority to business orientated protocols such as VoIP, VPN's and Web Browsing over "consumer" protocols such as P2P (Peer-to-Peer) file sharing during the business day. Datanet may use Packet Prioritisation technologies in order to ensure activity from our consumer customers does not adversely affect our business customers.

7.2.10 In the event that you terminate the telephone account with BT or alter, in any way, the services on the telephone line on which a service is provisioned, the service may terminate and you will be liable for any incurred charges.

7.2.11 Should you decide to migrate your service to a different service provider, you may do so by means of a MAC code which will be provided to you free of charge. If you ask us to cancel your DSL service, a cancellation (cease) fee will be applied.

7.2.12 Broadband, DSL, SDSL, FTTC/FTTP benefit from our 828x6 extended Support and Service Level Agreements (SLAs).

## (8) Other Services: Email, Data Back-up's, Domain Name Services (DNS), MessageScreen, Shared Web Hosting

### 8.1 Email, SMTP, mailboxes and mail system

8.1.1 Datanet provides email services to Customers as part of a connection solution.

8.1.2 Email services are provided by SMTP, POP or WebMail.

8.1.3 Where a non-Datanet connection is used email can be provided by WebMail, chargeable Roaming Mailbox or Roaming SMTP.

8.1.4 Outbound or inbound emails are restricted to a maximum size of 50MB and maximum of 50 recipients (total of To, CC, and BCC fields) - the latter helps to reduce spam.

8.1.5 POP emails may be left on our mail servers for additional downloading to another computer for up to 60 days, emails, read or unread, can be left on our mail servers for up to a maximum of 60 days.

8.1.6 Datanet offers an anti-virus and anti-spam service called MessageScreen available at extra charge per mailbox user.

### 8.2 Data back-up Solutions

Where data back-up solutions are provided by Datanet, whether on media or remotely over secure Internet back-up facilities, it remains your responsibility to ensure that the data is being correctly backed up and you are urged to perform regular tests (restore and verify) of the backed-up data.

### 8.3 Domain Name Services (DNS)

8.3.1 Datanet manages ".uk" domains subject to Nominet's Terms & Conditions. Nominet is the UK appointed body charged with the management of all ".uk" domain names. When you register a ".uk" domain you are also entering into a contract with Nominet and you agree to their Terms & Conditions which are available at [www.nominet.org.uk/nominet-terms](http://www.nominet.org.uk/nominet-terms)

8.3.2 Datanet manages ".eu" domains subject to EURid's Terms & Conditions. EURid is the European Commission's appointed body charged with the management of all ".eu" domain names. When you register a ".eu" domain you are also entering into a contract with EURid and you agree to their Terms & Conditions which are available at [www.eurid.eu/files/trm\\_con\\_EN.pdf](http://www.eurid.eu/files/trm_con_EN.pdf)

8.3.3 Datanet manages ".uk.com" domains subject to CentralNic's Terms & Conditions. CentralNic is an independent global domain name registry. When you register a ".uk.com" domain you are also entering into a contract with CentralNic and you agree to their Terms & Conditions which are available at [www.centralnic.com](http://www.centralnic.com)

8.3.4 Datanet manages ".com" domains subject to Dotster's Terms & Conditions. When you register a ".com" domain you are also entering into a contract with Dotster and you agree to their Terms & Conditions which are available at [www.dotster.com](http://www.dotster.com)

8.3.5 Domain names are usually registered for a two year period and renewed thereafter for a further two years except for ".eu" which will initially be registered for one year only, followed by annual renewals.

8.3.6 Confirmation that domain names have been successfully registered will be in the form of an email, you should not assume that registration has been successful until you receive confirmation.

8.3.7 It is your responsibility to ensure that domains are renewed at the appropriate intervals. Datanet will take reasonable steps to advise you of the renewal dates, to which your response is required in writing. This service is provided as a courtesy and it remains your responsibility to ensure renewal by means of written request whether or not you receive notification from us.

8.3.8 It is your responsibility to ensure that domain names registered for you do not infringe the rights of any third party and you agree to indemnify Datanet in respect of any such infringements.

#### 8.4 Shared Web Hosting

Shared web site hosting services are an economical way for an SME business with simple web hosting requirements to benefit from the shared hosting platform. The functionality and flexibility of the platform is limited as it has to serve basic requirements of multiple customers in a "secure from each other" fashion, such shared services are also subject to usage level and space charges.

#### (9) Special Offers and Price Reductions are also subject to:

9.1 Ongoing monthly, quarterly or annual payments by Direct Debit.

9.2 Invoices and statements provided by email only, you must supply a generic or departmental email address for accounts.

9.3 Any other variations to these Terms & Conditions will be noted on the "Services Order Form".