

Thank you for choosing Datanet to provide you with business class connectivity, hosting and cloud services. Our goal is to provide these services with care, skill and diligence in accordance with industry best practice and to do so beyond your expectations and always to the best of our endeavours. We will comply with all applicable laws and regulations in providing our services. Datanet, established in 1996, is one of the UK's longest serving ISPs providing a full range of Internet services, connectivity and hosting to business. Following is a plain English and user-friendly description of our Terms & Conditions of business. These Terms & Conditions should be read in conjunction with Datanet's Service Level Agreement (SLA) and also your Services Order Form which identifies the services you have purchased along with any additional Terms & Conditions. In this document, We or Us or Datanet refers to DATANET.CO.UK Limited and You or Your refers to you, our customer or a third party acting on your behalf. Datanet reserves the right to amend these Terms & Conditions from time to time, the latest version will be published on the Datanet website.

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- (10) Domain Name Services (DNS), only available with Hosting or Connectivity services

(1) Standard Terms & Conditions (including the Acceptable Use Policy AUP)

1.1 Datanet services may only be used for lawful purposes. Transmission of any data or voice through the network or use of any part of the network in violation of any UK law or regulation is prohibited. Data and voice 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 You will not disclose any of our confidential information, or that of our customers or suppliers. You will not disclose any of our commercial or technical activities, or that of our customers or suppliers. Whilst on Datanet's premises or working remotely with access to Datanet Systems, you must treat all information which you may become aware of (verbal, written or electronic) as confidential and not retain or disclose it unless authorisation has been given in writing by Datanet.

1.3 As a business to business service provider, we expect data and voice traffic to be related to normal or reasonable 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, denial of service attacks, piracy of software, use of voice services 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 SLAs 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 and/or any associated voice or telephony equipment with firewalling, anti-virus services and ensuring you adhere to best practises.

1.6 Data and voice 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 prioritisation, filtering or monitoring.

1.7 Any liability by Datanet shall be limited to the remainder of any fees paid for services not yet consumed 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 We have no responsibility for any goods, services, information, software, or other data you obtain when using our services.

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.

1.10 Prices are subject to periodic upward reviews and the resulting price increases will be applied each year on the anniversary of the commencement of the contract.

1.11 Quotations, proposals and service order forms are valid for thirty days from the date of issue and are subject to technical appraisal, credit and commercial checking and any final survey which may result in service delivery or excess construction charges.

1.12 If any of the information provided by you changes, including any changes to your payment and contact details, you must inform us as soon as reasonably possible by email to OpsTeam@datanet.co.uk or in writing to the address in Section 2.

1.13 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.

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

1.15 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.

1.16 Any Internet Protocol (IP) addresses (numbers) allocated by Datanet to you shall at all times remain the property of Datanet, you may use these IP addresses 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 Complaints should, in the first instance, be made by email to OpsTeam@datanet.co.uk 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 the dispute resolution service CISAS, to which Datanet belongs in accordance with Ofcom rules. CISAS is managed independently by Centre for Effective Dispute Resolution (CEDR), an Alternative Dispute Resolution Provider, certified by Ofcom, to resolve disputes related to communication and internet service. You can contact CISAS as follows: CEDR - Centre for Effective Dispute Resolution, 70 Fleet Street, London EC4Y 1EU; Tel: 020 7520 3827; Email cisas@cedr.com; Web www.cedr.com

1.18 These Terms & Conditions and any associated services contract (Services Order Form and SLAs) and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. You 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 (including non-contractual disputes or claims).

1.19 You agree that by default Datanet will communicate with you electronically and you accept that this is our preferred method of communication regarding all matters.

(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.

Company registration number 03214053 and VAT registration number 664690014

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

Telephone: 01252 810010, Fax: 01252 625690, Web: www.datanet.co.uk

General email: Info@datanet.co.uk

Support telephone: 01252 813396

Support email: Support@datanet.co.uk

Network status: www.datanet.co.uk/support

Our normal business hours are from 9.00am to 5.30pm Monday to Friday excluding public holidays. Our normal support hours are also from 9:00am to 5:30pm Monday to Friday excluding public holidays, certain services (refer Section 5) are eligible for 24x7 support, please refer to your "Welcome Letter".

(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, servers and hardware will only be progressed after payment is received.

3.2 Invoices are raised in advance of providing the service and sent by email, you will need to provide us with a generic or departmental (rather than personal) email address for this purpose.

3.3 Methods of payment include Direct Debit and BACS. Bank account for payments: sort code 40-21-27 account number 71200402 account name DATANET.CO.UK. Cheques may incur additional fees and we do not accept credit/debit cards.

3.4 Ongoing monthly or quarterly or annual payments should be by Direct Debit. In the event Direct Debit payments are not possible, payment by BACS transfer on receipt of the invoice is acceptable. We do not accept payments by cheque for recurring monthly or quarterly invoices.

3.5 Minimum monthly fees of £25 plus VAT apply, otherwise the Services will be billed annually in advance.

3.6 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.

3.6.1 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 complete with any cables and power supplies and upon its receipt the invoice will be deleted. In the event that the faulty hardware is not returned (complete) within 10 business days, the invoice for the replacement hardware will be issued and payment required by return.

3.7 Customers with a reliable and prompt payment history with Datanet may negotiate payment terms on account.

3.8 Payment defaults will be subject to bank charges, handling fees and re-connection fees.

3.9 Payment defaults may result in your Datanet services being terminated.

3.10 Payment defaults may result in a lien or charge on hardware or software under our control and disposal of same to recover our fees and any additional costs.

3.11 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.

3.12 Invoice disputes must be submitted in writing as soon as practicable and no later than one month of the invoice date. 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.

3.13 In the event you have made an overpayment please advise Accounts@datanet.co.uk who will review your account.

(4) Lead time, contract start and minimum contract term, billing periods and cancellations

4.1 The default billing period (frequency of invoicing), will be indicated on your services order form and may be varied to align with the billing period of your existing services where applicable.

4.2 Services are subject to the minimum term as indicated in the table below except where indicated differently on the services order form. Refunds are not permitted for cancellations during the minimum term and a cancellation (cease) fee will be applied. The minimum term means the minimum duration for billing before notice of cancellation can be provided e.g. 12 months means you must pay for at least 12 months not including the lead time, installation time, any free or un-billed or credited periods. The contract starts when we receive your signed Services Order Form and the minimum term starts when the services go live.

4.2.1 Early termination charges will apply where you cancel a service that has not fulfilled its minimum contract term. Such charges will equate to at least the value of the remaining contract term.

4.3 To cancel a service, you must give notice as per the table below. This must be after the minimum term and in writing to OpsTeam@datanet.co.uk or in writing to the address in Section 2.

4.4 If we incur additional costs such as site visits where the engineer cannot get access to equipment or premises in the agreed time slot, you accept that you will be liable for these additional costs.

4.5 Amendments to or cancellations of in-flight orders (orders placed with our suppliers or in progress and not yet live) will incur costs to be advised at the time. Whilst we will try and accommodate any in-flight changes the contract and minimum term still stand.

4.6 Following is a list of the lead time, minimum term and cancellation notice. The lead time may be subject to external requirements beyond our control such as telephone lines, fibre, hardware etc. Datanet will use reasonable endeavours to provide the service by the date agreed, however, all dates are estimates and we have no liability for any failure to meet these dates.

Services	Lead Time (<u>business days</u>)	Minimum Term refer Services Order Form (<u>calendar months</u>)	Cancellation Notice after the minimum term (<u>calendar months</u>)
Hosting: Dedicated & Virtual Servers	1-20	12-60	3
Hosting: Rack Space & (CoLo) Colocation	1-5	12-60	3
Hosting: Backup & Recovery Services	1-5	12	3
Connectivity: Private Circuits/Leased Lines	~ 60	12-60	3
Connectivity: ADSL	10	12	1
Connectivity: FTTC & FTTP (*subject to BT engineer availability)	10-15*	12	1
Connectivity: Phone lines & calls, PSTN, ISDN, SiP, VoIP, CPS, Mobile data (*subject to BT engineer availability)	10-15*	12	1
Domain Name Services (DNS)	1	12	1

(5) Technical support, fault reporting, normal support and 24x7 support

5.1 You may report a fault by contacting the Support Team as listed under Section 2 "Addresses and Contacts" and we will endeavour to restore your services as soon as possible.

5.2 Occasionally, we may suspend the services where necessary for operational reasons such as repair, planned 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 Support page at www.datanet.co.uk/support and, where agreed, by SMS text message to your nominated contact(s).

5.3 All Datanet services benefit from 9:00am to 5:30pm Monday to Friday support excluding public holidays. Private Circuits/Leased Lines and Hosting Services benefit from 24x7 support (please refer to your "Welcome Letter" for the 24-hour support number). 24-hour support is a break/fix service intended for emergency repairs and not intended for work which can be carried out during normal support hours. ADSL, FTTC and FTTP benefit from outsourced 24x7 telephone support.

5.4 We may require details for a 24x7 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.

5.5 If we incur additional costs such as site visits where the fault lies in your jurisdiction or the engineer cannot get access to equipment or premises in the agreed time slot, you accept that you will be liable for these additional costs.

(6) Hosting Services: Rack Space, CoLocation, Cloud Services, Dedicated and Virtual (VM) Servers, Backup & Recovery

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 we provide it 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 You are responsible for ensuring that your data is being correctly backed up and you are urged to perform regular tests (restore and verify) to ensure you can recover your data.

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

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

6.7 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 www.datanet.co.uk/SPLA/ and may be updated from time to time. Software is always billed for full months so if you start a service mid-month you will pay for the whole month and if you cancel a service mid-month with one month's notice the software will be billed to the end of that following month.

6.8 If you provide or install your own software you are responsible for ensuring you have correct and up to date licenses. From time to time the data centre is audited by external parties and you could be asked to verify you have correct and up to date licenses.

6.9 Hosting Services benefit from our 24x7 support and Service Level Agreements (SLAs).

(7) Connectivity Services: Private Circuits/Leased Lines

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

7.2 Private circuits are subject to line and technical feasibility survey, approximately 60 business day lead time and three months' notice to cancel.

7.3 The installation price, or set-up fee, is subject to appropriate fibre being on site and is also subject to excess construction charges which will be notified after the survey. If any additional private circuit excess construction charges are advised, then you may have the right to cancel the contract for the circuit and receive a refund of your deposit.

7.4 Private circuits are dedicated to your specified location and it is your responsibility to ensure that the specified location address, postcode and termination point are correct. If you move to a new location (office relocation) you will likely have to pay for a (b end) shift to the new location if you wish to continue using the service or pay up to the end of the term if you wish to cease the service.

7.5 You are responsible for ensuring the address and postcode are correct and that you have the authority, rights and wayleave to have the works done to allow the circuits to be installed.

7.6 Private circuits benefit from our 24x7 support and Service Level Agreements (SLAs).

(8) Connectivity Services: ADSL, FTTC and FTTP - a prerequisite for ADSL & FTTC services is a BT PSTN (or POTS: plain old telephone) line.

8.1 Connectivity Solutions are subject to a minimum one year term as per the Services Order Form.

8.2 ADSL, FTTC and FTTP services are subject to availability and will usually take up to ten business days to install. The speed and stability of the service will in all cases be dependent on the copper line quality and the distance of your premises from the local exchange.

8.3 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.

8.4 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, VPNs 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 network traffic from consumer protocols does not adversely affect business protocols.

8.5 In the event that you terminate your telephone account with BT or alter the services on the telephone line on which a DSL service is provisioned, the DSL service may terminate and you will be liable for the service charges to the end of the minimum term and any re-connection charges.

8.6 ADSL, FTTC and FTTP services may be migrated between service providers using the Notice of Transfer (NoT) process. This process is initiated by the gaining provider. In the event you decide to transfer your service away from Datanet, you will be notified of any applicable early termination charges (refer Section 4 above) in a Notice of Transfer letter.

8.7 If you ask us to cancel your DSL service, a cancellation (cease) fee will be applied.

8.8 ADSL, FTTC/FTTP benefit from our 24x7 outsourced telephone support and Service Level Agreements (SLAs).

8.9 When you transfer an existing ADSL/FTTC/FTTP service to Datanet you will enter into a new 12-month contract from the date the transfer completes. Regrades may also result in a new 12-month contract.

(9) Connectivity Services: Telephone Lines, Calls and Mobile data services:

9.1 Connectivity Solutions are subject to a minimum one year contract term unless stated otherwise on the Services Order Form.

9.2 Telephone Fixed lines and calls including PSTN lines, ISDN2 (BRI) lines, ISDN30 (PRI) lines, SIP trunks (session-initiated protocol) for VoIP, CPS (carrier pre-selection) for telephone calls and Mobile data services benefit from our normal support hours (9:00am to 5:30pm) and Service Level Agreements (SLAs).

9.3 You are responsible for the calls and data costs associated with your fixed or VoIP or Mobile however those costs are raised. In particular we bring to your attention that premium rate calls and mobile data

services may cost several £'s per minute. You are responsible for the calls and costs associated with any fraudulent use of the service or from any fraudulent hacking of your phone, phone systems or mobile device.

9.4 Mobile data services (including Cellular, 3G, 4G, 5G, LTE) come with a monthly data allowance and overage's will be charged extra and can be very expensive so we encourage you to be aware of your data usage and potential costs. Mobile data services used outside the UK may incur additional fees even if calls and data are included in your allowance.

9.5 You are responsible for the calls and data costs incurred using another operator's network by the use of any override code on your fixed or mobile device.

9.6 We will set up call barring by default on your telephone (PSTN) fixed line, you may ask us to remove this which may be conditional on a deposit payment from you and may be subject to a credit limit. Mobile data or VoIP services do not have call barring enabled by default so please be careful with data and call charges.

9.7 You accept that you may not always get through to all international destinations and that we may also require you to pay a deposit or impose a credit limit before we allow you to use international access. Even if we have imposed a credit limit, you will be responsible for any call or data charges you incur in excess of that limit (which may occur because of delays in our billing system).

9.8 In addition to setting a credit limit, we may ask you to pay a non-interest bearing deposit which we will be able, at any time, to use to pay off any fees you owe. Any such deposit will be reasonable and will be assessed in the light of your other Datanet invoices and credit history.

9.9 If you transfer to Datanet from a third party service provider, we will use reasonable endeavours to keep your existing telephone number and any other line features, however we cannot guarantee this and if any particular features are important to you then please check we can provide this service before transferring to Datanet.

9.10 You will take all reasonable precautions to ensure that no one (including you) uses the service fraudulently or in connection with a criminal offence or in breach of any law or to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance or inconvenience.

9.11 You are responsible for ensuring your fixed or mobile device and phone system (PBX or VoIP) are secured to prohibit others from making calls or using data services through your system without your permission. You should discuss best practise for securing your system with your PBX or VoIP provider.

9.12 Ofcom, the telecoms regulator, states that the communications provider (Datanet) must link to a copy of Ofcom's general conditions published on their website:

<https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement>

9.13 Lines and numbers we provide to you (or transfer from another service provider) remain the property of the upstream service provider (e.g. BT) and we rent them from our provider and you rent them from Datanet and you will not have any legal or equitable or ownership rights to any numbers we provide.

(10) Domain Name Services (DNS), only available with Hosting or Connectivity services

10.1 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.uk/go/terms

10.2 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

10.3 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

10.4 Datanet manages ".com" domains subject to Domainbox's Terms & Conditions. When you register a ".com" domain you are also entering into a contract with www.domainbox.com and you agree to their Terms & Conditions.

10.5 Domain names are registered for a minimum of one year and will be automatically renewed until you advise us in writing that you wish to cancel.

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

10.7 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.

10.8 You do not own the domain name and you are renting it from the Registrar (as listed above) for an agreed period of time