

Terms and Conditions

1. DEFINITION

1.1. In this document, these words have the following meanings:

- 1.1.1. "Charge(s)" refers to any sums that are payable by the Customer for the Services calculated on the basis of any and all rates, prices and any other charges set out in FLUIDONE LIMITED current published prices or otherwise notified to or accessible by the Customer;
- 1.1.2. "Competent Authority" means the Independent Regulator and Competition Authority for UK Communications Industries ("Ofcom"), any successor organisation or any other Government Department or regulatory body including without limitation any Emergency Services Organisation;
- 1.1.3. "Customer Equipment" means any hardware or apparatus (not being Equipment) provided and used by the Customer in order to use the Services;
- 1.1.4. "Equipment" includes, but is not limited to :
 - The satellite transceiver, dish and VSAT modem; and
 - Any upgrades to these items where an Equipment upgrade has been supplied to the Customer; and
 - The items of hardware and software otherwise covered under the Service Contract; and
 - Any other items with which FLUIDONE LIMITED make available to the Customer to use or receive any of the Services;
- 1.1.5. "Network Quality Policy" or "NQP" means the application and measurement of data usage thresholds applied to each level of Service to ensure fair and acceptable use of the network.
- 1.1.6. "Installer" is the person or team that FLUIDONE LIMITED selects to install and commission the Equipment;
- 1.1.7. "Latency" is the time taken for a signal to pass to or from the Customer Equipment to the Satellite Provider's physical network.
- 1.1.8. "Licence" means any licence or authorisation required by law and granted to FLUIDONE LIMITED to provide the Services by Ofcom or any other relevant licensing organisation in the country in which FLUIDONE LIMITED provide the Services to the Customer;
- 1.1.9. "Minimum Period" has the meaning set out in Section 2;
- 1.1.10. "Monthly (or Periodic) Service Charges" means those Charges, recurring or otherwise, that are invoiced before, during or after the month or period in which the Services were provided or Charges chargeable.
- 1.1.11. "Order" is the receipt of a FLUIDONE LIMITED order form completed and signed by the Customer requesting Services from FLUIDONE LIMITED which, once accepted by FLUIDONE LIMITED forms an Accepted Order or Service Contract;
- 1.1.12. "Package" denotes the combination of Services selected by the Customer from the FLUIDONE LIMITED range of Services;
- 1.1.13. "Published Prices" means any pricing information published by FLUIDONE LIMITED from time to time on FLUIDONE LIMITED websites or in other documentation provided to the Customer, which includes the prices and rates for the Services and Equipment FLUIDONE LIMITED offer including the usage rates for the Services and any and all other additional Charges;
- 1.1.14. "Satellite Broadband Service" means the service that allows the Customer to access the internet via satellite.
- 1.1.15. "Satellite Provider" means the organisation that ultimately owns or controls the satellite that FLUIDONE LIMITED use to provide the Customer with the Services including any associated physical networks used in order to provide the Services;
- 1.1.16. "Service(s)", any services accessible over the internet via the Satellite Broadband;
- 1.1.17. "Service Contract" refers to the contract between the Customer and FLUIDONE LIMITED including these terms and conditions and the contents of any corresponding order form or registration form;
- 1.1.18. "Software" means all proprietary software supplied by FLUIDONE LIMITED to enable the Customer to use the Services.
- 1.1.19. "VSAT equipment" is specifically the satellite modem, LNB (TRIA or transceiver) and other associated electronic components but specifically excluding the satellite dish
- 1.1.20. "Working Day" means all days other than Saturdays, Sundays, Public & Bank holidays in the country in which the Customer uses the Equipment.

2. THE AGREEMENT

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- 2.1. These terms and conditions ("Terms & Conditions") represent Service Specific Terms and Conditions for Satellite Broadband Services provided by FLUIDONE LIMITED. Any Service Contract entered into by FLUIDONE LIMITED for Satellite Broadband Services shall be incorporate and be governed by these Terms and Conditions. Service Contracts are formed following the process described in clause 3 of the FLUIDONE LIMITED Standard Terms of Business.
- 2.2. The FLUIDONE LIMITED Standard Terms of Business applicable at the date of contract are hereby incorporated by reference into any Service Contract entered into by FLUIDONE LIMITED which also incorporates these Satellite Broadband Services Terms and Conditions.
- 2.3. The current version of the FLUIDONE LIMITED Terms of Business can be found at <http://www.FluidOne Limited.co.uk/sites/default/files/FluidOne Limited-standard-terms-of-business.pdf> or as otherwise notified by notice from time to time.
- 2.4. Where FLUIDONE LIMITED agrees to the Customer request for Services, FLUIDONE LIMITED will endeavour to arrange to connect the Customer to the Satellite Broadband Service as soon as is reasonably practical, taking into account existing installation commitments and opportunities to coordinate installations on a regional basis.
- 2.5. The service ordered includes installation by a FLUIDONE LIMITED installation team. This team will undertake the activation of the Services. When FLUIDONE LIMITED has established suitable proof of connectivity, FLUIDONE LIMITED requires that the Customer completes the authorisation and signature of the Certificate of Delivery and Acceptance and Schedule of Equipment forms whilst the FLUIDONE LIMITED Installer is still with the Customer. In the event that the Customer fails to complete these documents or they are not received by FLUIDONE LIMITED for any reason, the Customer is deemed to accept these documents as appendices to the Service Contract and any other documentation that FLUIDONE LIMITED has provided to the Customer in relation to the Services and for the Equipment when the Equipment is used to enjoy the Services, for example, when the Internet is first accessed.
- 2.6. At the end of the Minimum Period specified on the Order Form, the Service will continue for further one month terms until written notice of termination is received. In such case, the Service will terminate at the end of the calendar month in which such notice of termination is received by FLUIDONE LIMITED.
- 2.7. The Service Contract can only be terminated during the Minimum Period at FLUIDONE LIMITED's sole discretion. In the event that the Customer require FLUIDONE LIMITED to terminate the Services prior to the end of the Minimum Period, the Customer agrees that FLUIDONE LIMITED is able to charge the Customer for all relevant Charges which would have been payable by the Customer up to the end of the Minimum Period.

3. THE PROVISION OF SERVICES

- 3.1. FLUIDONE LIMITED will provide the Services to the Customer from the date FLUIDONE LIMITED activates them and will continue to do so unless the Service Contract is terminated properly.
- 3.2. By way of use of the Services, the Customer acknowledges that the Services are recognised as that of a "mere conduit" as FLUIDONE LIMITED does not have any impact upon information carried by its Services over the Internet. Customer therefore represent, warrant and undertake that all information originated, carried and/or routed by and/on Customer behalf over the Services is the Customer total responsibility.
- 3.3. Customer acknowledges that the exact bandwidth and "speed" the Customer experiences over any broadband connection will vary depending on how many users there are live on the network at that time, as well as the overall busyness of the public internet.
- 3.4. FLUIDONE LIMITED is not responsible if the Customer are unable to access the Services due to the fact that the Customer apparatus or equipment is incompatible with the Services provided, or does not conform to any minimum specifications specified by FLUIDONE LIMITED. It is the Customer responsibility to ensure the Customer equipment is maintained and in working order in accordance with these minimum specifications.
- 3.5. In supplying the Services to the Customer FLUIDONE LIMITED will use reasonable skill and care but is unable to guarantee fault free performance. FLUIDONE LIMITED does not warrant that the operation of the Services will be uninterrupted, timely, error free or secure or that the Services will meet any of the Customer specific requirements. Customer acknowledges that FLUIDONE LIMITED cannot be held responsible for unforeseen interruptions, non-availability from outages or deterioration of the Services that occur which are not within FLUIDONE LIMITED control.

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- 3.6. The Service is provided with certain performance expectations. The end-to-end service availability rate target is 99.5% measured over a rolling 12 months period for each spot beam (also known as the "Annual Availability rate"). The Annual Availability rate excludes interruptions of or degradations in service provision resulting directly or indirectly from atmospheric or extra- atmospheric disturbances (solar storms or solar flares, meteorites, temporary adverse weather conditions etc.), operations of preventive maintenance carried out after FLUIDONE LIMITED has informed the Customer of the interruption, downtimes caused by system hardware and software upgrades when coordinated with the Customer and/or earth station outages (of a few minutes per day over a period of up to five days maximum, generally in March and October). FLUIDONE LIMITED will endeavour to provide the Customer with five (5) days notice of any such planned service interruptions where practical.
- 3.7. If a fault occurs the Customer should notify FLUIDONE LIMITED at the earliest opportunity. If the Customer is unable to access the Services, the Customer remains liable to pay all Charges that would otherwise apply.
- 3.8. FLUIDONE LIMITED has the right to change or suspend the Services where FLUIDONE LIMITED reasonably determines that any technical modification to the Network or change in trading, operating or business practices or policy is necessary to maintain or improve the Services which FLUIDONE LIMITED provides to the Customer, including, but not limited to:
- 3.8.1. changing the code or technical specifications of the Services for operational reasons including quality of service;
 - 3.8.2. interrupting or suspending the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of other operational reasons;
 - 3.8.3. giving instructions to the Customer which FLUIDONE LIMITED believes are necessary for health or safety or for the quality of the Services provided to the Customer or to other consumers;
 - 3.8.4. where there is any change or amendment to any law or regulation which applies to FLUIDONE LIMITED trading, operating or business practices or policy or the Independent Regulator and Competition Authority for UK Communications Industries (Ofcom) or any other Competent Authority makes any direction or order recommending or requiring any technical modifications or changes in FLUIDONE LIMITED trading, operating or business practices or policy;
 - 3.8.5. in the reasonable opinion of FLUIDONE LIMITED, it is otherwise necessary or desirable to do so.
- 3.9. Where practicable, FLUIDONE LIMITED will contact the Customer prior to the changes being introduced. FLUIDONE LIMITED will also publish particulars of any changes (including the relevant dates) through the FLUIDONE LIMITED website as soon as reasonably practical, prior to the changes being introduced.
- 3.10. If the Customer changes address at which the Customer requires the Services, FLUIDONE LIMITED will endeavour, but will be under no obligation, to provide the Customer with the Services at the Customer's new address. Customer will still be liable to pay the applicable Charges in relation to the Minimum Period. Customer must give FLUIDONE LIMITED at least 30 days' notice if the Customer wants FLUIDONE LIMITED to relocate the Customer's Service to the Customer's new address. Where FLUIDONE LIMITED agrees to provide the Services to the Customer's new address, the Customer shall pay FLUIDONE LIMITED the applicable charges for the de-installation and re-installation of the Equipment detailed in the applicable Service Contract
- 3.11. FLUIDONE LIMITED will use reasonable endeavours to maintain the stated levels of service availability. However, there may be factors FLUIDONE LIMITED cannot reasonably control such as the temporary adverse weather conditions or a failure on the part of a third party operator, for example the Satellite Operator. In these circumstances, FLUIDONE LIMITED or anyone connected to FLUIDONE LIMITED acting as its agent shall have no liability. FLUIDONE LIMITED does not take responsibility for access to third party websites and/or servers.
- 3.12. Where FLUIDONE LIMITED offers services that have unlimited data consumption, this does not mean that these tariffs are free from network management protocols which are in place to manage excessive or above average data consumption. All FLUIDONE LIMITED products (unless they are specifically noted as uncontended or dedicated bandwidth) have systems in place to ensure that at times of peak network activity users who consume substantially more network resource than the majority may have their connection throttled or slowed down.

4. USE OF THE SERVICES

- 4.1. Customer accepts that FLUIDONE LIMITED may change or withdraw any element of the Services from

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time to time and will use all reasonable efforts to notify the Customer of any necessary change in the Services.

- 4.2. FLUIDONE LIMITED will try as far as is reasonably possible to keep the Service free from viruses, bugs and errors, but FLUIDONE LIMITED does not guarantee that it will be free from infection or anything else that may damage the Customer equipment or data. FLUIDONE LIMITED will not keep any back-up copies of emails or other data belonging to the Customer. FLUIDONE LIMITED accepts no liability for damage caused to the Customer own equipment if the Customer downloads software or other services using the Services.
- 4.3. As a user of the Services, the Customer accepts that FLUIDONE LIMITED does not control, endorse or censor the material made available by the Satellite Broadband Service and the World Wide Web. Customer accepts that third party material could be illegal, misleading, offensive or deceptive. Customer uses it at the Customer's own risk and subject to all applicable national and international laws and regulations.
- 4.4. FLUIDONE LIMITED does not permit the Customer or others to cause nuisance or inconvenience to FLUIDONE LIMITED or to other users in any way. This includes hacking, Network sniffing or similar techniques, or sending unsolicited messages without reasonable cause, by spamming or using anonymous remailers or different servers, or other means. If the Customer, the Customer's employees or other users of the Customer Equipment send any such messages through the Satellite Broadband Service, the Customer may be liable to criminal or civil action in either the UK or other appropriate jurisdictions, and FLUIDONE LIMITED may suspend and disconnect the Customer's use of some or all of the Services and such action on FLUIDONE LIMITED's part may give rise to Charges being payable by the Customer.
- 4.5. If the Customer deals with any third party or exchange material with that third party while using the Satellite Broadband Service, the Customer accepts that the Customer is entirely responsible for such transactions.
- 4.6. Customer agrees that if FLUIDONE LIMITED stops providing Satellite Broadband Services to the Customer, the Customer will cease to use the Services and the Customer will immediately return to FLUIDONE LIMITED all the items supplied to the Customer that are FLUIDONE LIMITED property and, at FLUIDONE LIMITED option, delete or destroy all software that FLUIDONE LIMITED provided to enable the Customer to access the Satellite Broadband Service. More details can be found in clause 5.
- 4.7. The Satellite Provider may from time to time restrict applications that have a negative effect on its satellite network. These include but are not limited to applications for non-professional use, notably peer to peer applications and any other protocol liable to have a deleterious impact on the overall quality of service of the Services.
- 4.8. Due to the inherent latency involved with satellite communications, certain applications and uses are not recommended over the Satellite Broadband Services. Whilst FLUIDONE LIMITED will make certain efforts to make the Customer aware of this, Customer accept that it is the Customer responsibility to check with FLUIDONE LIMITED the suitability of the Satellite Broadband Service for the Customer requirements. If the Customer proceeds to order the Equipment and Services for use with any application or service that FLUIDONE LIMITED has not recommended, the failure of the Services to support such an application will not constitute a right to cancel, and as such the Customer will not be entitled to any refunds and the Minimum Period will remain valid. FLUIDONE LIMITED reserves the right to charge the Customer for technical support if FLUIDONE LIMITED reasonably considers that the Satellite Broadband Service is working normally, and faults and issues the Customer is bringing to FLUIDONE LIMITED attention are related to the Customer's own equipment.
- 4.9. FLUIDONE LIMITED makes the Satellite Broadband Services available to the Customer and, if relevant the Customer designated employees or other authorised users, and supplies to the Customer the Equipment on the conditions that:
 - 4.9.1. They are not used for anything illegal, immoral or improper;
 - 4.9.2. They are not used to offend or create nuisance;
 - 4.9.3. Only the Equipment or other items as may be supplied by FLUIDONE LIMITED to use with the Equipment are used to access the Services;
 - 4.9.4. Customer promptly gives FLUIDONE LIMITED any information that FLUIDONE LIMITED reasonably requests related to the overall provision of the Services to the Customer;
 - 4.9.5. Customers follow all reasonable instructions FLUIDONE LIMITED gives to the Customer in relation to the Installation, the Services, the Equipment and the Charges;

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- 4.9.6. When attempting to use the Services, the Customer must be in range of any Equipment forming part of a wireless network;
- 4.9.7. Neither Customer nor the Customer employees/users do not re-sell, exchange, rent, hire, or permit access to the Services to anyone else or grant or attempt to grant any charges, liens or other rights, powers or interests over them or the Equipment unless authorised by FLUIDONE LIMITED in writing to do so;
- 4.9.8. Customer or the Customer employees/users do not, nor permit any third party to, to maintain or repair or attempt to maintain or repair or otherwise tamper with the software providing the Services or the Equipment, without FLUIDONE LIMITED prior written consent. Any such action will void any warranties relating to the software or Equipment that has been affected;
- 4.9.9. Customer or the Customer's employees/users do not use the Satellite Broadband Service to send or receive by any method any material that breaches another person's copyright or other intellectual property rights, or any other material that is illegal, obscene, indecent, fraudulent, libellous, harassing or that the Customer does not have the right to transmit under any law, contract or other duty;
- 4.9.10. Customer or the Customer's employees/users do not use the Satellite Broadband Service to transmit knowingly or recklessly any material that contains software viruses or any computer code, files or programs designed to interrupt, damage, destroy or limit the operation of any computer software, hardware or telecommunications equipment;
- 4.9.11. Customer or the Customer's employees/users do not disrupt any other person's use of the Satellite Broadband Service or any other service;
- 4.9.12. Customer or the Customer's employees/users do not interrupt damage or impair any website or the Satellite Broadband Service in any way;
- 4.9.13. Customer or the Customer's employees/users do not hack into or attempt to hack into FLUIDONE LIMITED systems or try to get round any security safeguards.
- 4.9.14. If the Customer notify FLUIDONE LIMITED of designated employees or authorised users, it does not remove the Customer's obligation to monitor and keep secure the use of passwords for access.
- 4.10. Customer acknowledge and agree that if the Customer (or the Customer employees or other authorised users, where applicable) break any of the conditions set out in this clause 4, that the Customer has broken an important condition of the Service Contract and FLUIDONE LIMITED shall have the right to end the Service Contract under clause 10 and the Customer hereby indemnify and agree to keep FLUIDONE LIMITED indemnified in respect of any breach by the Customer, the Customer's employees, or other users of the Equipment supplied to the Customer, of the terms of this clause 4.

5. EQUIPMENT

- 5.1. FLUIDONE LIMITED will supply the Customer with the Equipment to allow the Customer to receive and enjoy the Services. Customer must not use the Equipment for any other purpose and the Customer must comply with any manufacturers' instructions and any reasonable instructions that FLUIDONE LIMITED may give the Customer from time to time regarding the use of the Equipment.
- 5.2. FLUIDONE LIMITED may ask the Customer to confirm to FLUIDONE LIMITED the location of the Equipment. If FLUIDONE LIMITED makes any such reasonable request, Customer shall give the location as soon as is reasonably practical but in any event, within one calendar week.
- 5.3. Customer agrees to notify FLUIDONE LIMITED immediately of any loss or damage to any part of the Equipment.
- 5.4. When the Customer uses the Customer Equipment in conjunction with the Equipment, FLUIDONE LIMITED does not warrant that the Equipment is compatible with or will work with the Customer Equipment. FLUIDONE LIMITED will not be liable in any way for any loss or damage that is caused to the Customer Equipment or any data stored thereon arising as a result of its use in conjunction with FLUIDONE LIMITED-provided Equipment.
- 5.5. As part of the Services, FLUIDONE LIMITED will supply to the Customer the Equipment. If the Customer has purchased the Equipment from FLUIDONE LIMITED but FLUIDONE LIMITED have not received cleared payment in full for the Equipment, it will remain at all times FLUIDONE LIMITED property. Throughout any period where FLUIDONE LIMITED retain title to the Equipment, the Customer will be liable to FLUIDONE LIMITED and shall indemnify and keep FLUIDONE LIMITED indemnified for any loss or theft of the Equipment or any damage howsoever and by whomever it may have been caused.
- 5.6. Where the Customer have purchased and paid for the Equipment from FLUIDONE LIMITED via the

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Upfront Charges, the following terms and conditions apply :-

- 5.6.1. All risks associated with the Equipment shall pass to the Customer upon delivery and it will be the Customer's responsibility to insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage from this point;
- 5.6.2. During any warranty period, details of which will be made available through the FLUIDONE LIMITED website or via the FLUIDONE LIMITED technical team upon request, FLUIDONE LIMITED shall have responsibility for repair or replacement of the Equipment except that the Customer accept full responsibility for cost of repair or replacement of the Equipment when the damage or problem has been caused by the Customer negligence, misuse, abuse or violation of any part of the Service Contract that is out of FLUIDONE LIMITED control;
- 5.6.3. Such repair or replacement may involve the swapping of equipment via a return-to-base (RTB) policy. This involves the delivery to the Customer of replacement Equipment which will only be sent to the Customer or left with the Customer by FLUIDONE LIMITED (or a third party agent) if the matching piece of potentially defective Equipment is returned and received by FLUIDONE LIMITED first. It is the Customer obligation to pay the postage to return the item (if applicable). If the returned potentially defective item is tested by FLUIDONE LIMITED and found not to be faulty, it will be returned to the Customer. If the Customer cannot produce the potentially defective Equipment on request, the Customer accepts that FLUIDONE LIMITED have no obligation to provide the Customer with the replacement Equipment and that any such action will be at FLUIDONE LIMITED's sole discretion and may incur additional Charges including delivery and administration charges.

6. INSTALLATION

- 6.1. FLUIDONE LIMITED will provide installation as part of the Services. FLUIDONE LIMITED's published Charges for installation are based upon a UK mainland installation and are subject to site survey. FLUIDONE LIMITED will give the Customer a site-specific installation quotation in the event that additional travelling times and expenses are likely to be incurred or a non-standard installation is required. If this quotation is not acceptable to the Customer and both Parties are unable to reach Agreement, either Party may cancel the Order within fourteen days from the preparation and circulation of this quotation.
- 6.2. FLUIDONE LIMITED will endeavour to give the Customer a mutually convenient time for the Installer to visit. It is important to FLUIDONE LIMITED that FLUIDONE LIMITED can route its Installers efficiently so the Customer location may have an impact on the installations dates or times that FLUIDONE LIMITED provide to the Customer.
- 6.3. If FLUIDONE LIMITED has agreed with the Customer in writing that a site survey may be required, the Customer will be responsible for the cost, which shall be additional to any other Charges to be paid to FLUIDONE LIMITED for the Services.
- 6.4. The FLUIDONE LIMITED Installer is responsible for taking suitable care when installing the Equipment. If the Customer become aware of any potential problems with the Customer installation, the Customer should notify FLUIDONE LIMITED's Installer during the installation if reasonably practical.
- 6.5. The FLUIDONE LIMITED Installer(s) will have to work both internally and externally at the Customer premises for which they will require suitable access. Therefore, the Customer agree to, at the Customer own expense and in advance of installation:
 - 6.5.1. Obtain all necessary consents including landlord, occupier and other buildings consents for both access and installation of the Equipment and for on-going maintenance of such Equipment; and
 - 6.5.2. Provide full, free and safe access to relevant premises, and a suitable environment for the Equipment including all necessary cable ducts and electricity supply;
- 6.6. A standard installation includes the provision of one network connection up to 3m (using a Cat5e patch cord) from the location of the indoor VSAT modem. FLUIDONE LIMITED can provide a written quotation for additional network requirements upon request.
- 6.7. FLUIDONE LIMITED liability to the Customer for any damages or losses whatsoever suffered by the Customer as a result of delayed, cancelled or incomplete installation will not exceed the value of the Installation fee that the Customer have agreed to pay. Customer accept that the Customer will have no additional rights to terminate the Service Contract early on the basis of late or incomplete delivery provided that FLUIDONE LIMITED has provided the Customer with alternative dates to complete the installation.

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- 6.8. As long as FLUIDONE LIMITED has notified the Customer in advance of the agreed installation date, if the Customer is not at the agreed place of installation on the agreed date and time when FLUIDONE LIMITED either seeks to deliver the equipment or carry-out the installation, FLUIDONE LIMITED reserves the right to charge the Customer an additional Installation fee for the redelivery or installation of the Equipment or any return visit required including that arising due to insufficient time available on the Customer's initial installation date to complete the installation due to the Customer absence or late arrival on site. Any such Charges will be notified by FLUIDONE LIMITED to the Customer in writing and will be, in its sole opinion, such additional sums as FLUIDONE LIMITED consider being reasonable in the circumstances.
- 6.9. In certain circumstances, the FLUIDONE LIMITED installer will, where necessary, recommend that electrical grounding be undertaken. When this electrical safety requirement is identified, it should be carried out in accordance with applicable laws and regulations. Failure to install effective grounding will, in some locations, constitute a breach of local building regulations. It will remain the Customer responsibility to ensure such work is completed in accordance with all applicable laws and regulations. Certified electricians should complete grounding work. The FLUIDONE LIMITED Installer will provide a cabling lead for grounding but may not be a certified electrician and therefore will be unable to complete the grounding work. Where the installer cannot complete the grounding work it is the Customer responsibility to ensure that a certified electrician completes such work.

7. PAYMENT FOR THE EQUIPMENT AND SERVICES

- 7.1. The Upfront Charges and Recurrent Charges for the Services are those set out in Service Contract. FLUIDONE LIMITED will invoice for the Upfront Charges on order, and monthly in advance for the Recurrent Charges. Customer will be liable for the Charges from the day on which FLUIDONE LIMITED first make the Services available to the Customer unless FLUIDONE LIMITED notify the Customer otherwise.
- 7.2. Any additional Charges will be invoiced at the end of the month in which the are incurred. These include any downgrade charge (clause 9.3) or in-month top up (clause 9.4) as well as any service charges incurred or activated during the period.
- 7.3. The timely payment for Equipment, the Services and any other such Charges arising properly as a result of the Service Contract shall be considered to be of the essence. If the Customer does not pay any Charges as and when they fall due, the Customer accepts that the Customer has broken the Service Contract and FLUIDONE LIMITED has the right to terminate the Service Contract. This right is in addition to any other legal rights FLUIDONE LIMITED may have against the Customer, which FLUIDONE LIMITED may also rely upon.
- 7.4. Customer must pay all the Charges, which are due, together with any Value Added Tax, and/or any other taxes (at applicable rates from time to time), which apply in relation to the Equipment or Services chargeable under the Service Contract.
- 7.5. Customer must pay the Customer bill in full by the due date without any deduction of any sort or any counterclaim. Customer agrees that the Customer is liable for any Charges incurred on the Customer account irrespective of whether those Charges were incurred by the Customer or anybody else using the Equipment and the Services with or without the Customer consent. FLUIDONE LIMITED may vary its Charges from time to time and FLUIDONE LIMITED may also alter the Customer billing date or billing frequency/period. All Equipment remains FLUIDONE LIMITED property until paid in full
- 7.6. With the availability of any new Services or changes to existing Services, FLUIDONE LIMITED will tell the Customer the Charges (or changes to the Charges) for these Services prior to accepting any order from the Customer to implement any change of Service levels.
- 7.7. FLUIDONE LIMITED will normally send the Customer an invoice, invoice schedule or receipt, which could be by e-mail, facsimile or post, for the Customer's Services and any other valid Charges plus the Charges for any Services used at any earlier time if they have not previously been charged for (for example, Service upgrades during a previous billing period already invoiced).
- 7.8. If a payment it has not been received by FLUIDONE LIMITED within a period of a further 5 Working Days from the due date, the Customer account will be considered to be delinquent and the Services may be temporarily or permanently (for persistent payment failures) disconnected. If FLUIDONE LIMITED agrees to re-connect the Customer's Services, there will be a reconnection charge that the Customer is required to pay before the Customer's Services are restored. Restoration of the Customer's Services may take up to three Working Days from the day that FLUIDONE LIMITED receives full payment of any outstanding

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- 7.9. FLUIDONE LIMITED reserves the right at all times to vary the Charges for the Services, the Equipment and the installation. FLUIDONE LIMITED will make reasonable efforts to give the Customer written notice before any such change to the charges occurs. If the charges are increasing, FLUIDONE LIMITED will give the Customer at least 30 days' notice. Where FLUIDONE LIMITED has increased like for like charges to the Customer by more than 10% in any 12 month period, the Customer may cancel the Service Contract by giving FLUIDONE LIMITED 30 days' notice in writing, however the Customer is still liable for the balance on the Customer account including, but not limited to Monthly (or Periodic) Service Charges or any other Charges due under the Service Contract up to the date of termination.
- 7.10. Save as expressly set out in the Service Contract, the Customer shall not be entitled to suspend the payments under the Service Contract, as a result of faults and/or defects of the service.
- 7.11. If the Customer defaults on more than two payments of the Charges in any rolling 12-month period, FLUIDONE LIMITED has the right to require the Customer to pay for the Charges quarterly in advance without entitlement to any prevailing discounts.

8. NETWORK QUALITY POLICY ("NQP")

- 8.1. The Network Quality Policy (sometimes also referred to as a Fair User Policy or similar reference) has been defined to enable a high quality internet access service via satellite with a consistent customer experience at an acceptable price. The implementation of the NQP determines the management of the Customer's Satellite Broadband Services to prevent any unfair and unacceptable use of the network. Customer is subject to a NQP during the lifetime of the Service Contract. Details of the NQP are available separately from FLUIDONE LIMITED.

9. UPGRADING AND DOWNGRADING PACKAGES

- 9.1. When ordering the Services, Customer will have selected a subscription package providing for a certain monthly data transfer limit. This section details how Customer may change the package when the original package becomes unsuitable.
- 9.2. Customer can increase its monthly data transfer limit within or after the Minimum Period without penalty by contacting their FLUIDONE LIMITED account manager and selecting a different subscription package. The FLUIDONE LIMITED account manager will provide an order form providing details of the new package and its price which the Customer must sign to confirm the change. Notwithstanding this, Customer agrees that any verbal or written instruction to upgrade a package is binding, and the new package Charge is the valid charge to appear on the next FLUIDONE LIMITED invoice. The new package will be available from the beginning of the next calendar month.
- 9.3. Customer can decrease its monthly data transfer limit within or after the Minimum Period by contacting their FLUIDONE LIMITED account manager and selecting a different subscription package. In such a case, an additional Charge equivalent to one month subscription is payable. The FLUIDONE LIMITED account manager will provide an Order Form providing details of the new package and its price and including the downgrade charge which the Customer must sign to confirm the change. Notwithstanding this, Customer agrees that any verbal or written instruction to downgrade a package is binding, and the downgrade Charge is a valid charge to appear on the next FLUIDONE LIMITED invoice. The new package will be available from the beginning of the next calendar month.
- 9.4. In the event that the Customer utilises its whole data transfer allowance prior to the end of the month, Customer can gain an additional full month allowance on their current subscription package for use within that month for the payment of a further monthly subscription Charge. Customer should contact their FLUIDONE LIMITED account manager, who will confirm the order by email and arrange for the data limit to be reset. The FLUIDONE LIMITED account manager will provide an order form providing details of the order and its price which the Customer must sign to confirm the change. Notwithstanding this, Customer agrees that any verbal or written instruction to reset is binding, and the reset Charge is a valid charge to appear on the next FLUIDONE LIMITED invoice. The reset monthly allowance will be available within four hours in Business Hours.
- 9.5. Upgrading or downgrading the subscription package, and resetting the monthly data transfer allowance have no impact on the Minimum Period.

10. SUSPENDING OR DISCONNECTING THE SERVICES

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- 10.1. FLUIDONE LIMITED may at any time:
 - 10.1.1. Temporarily suspend the Services for repair, maintenance or improvement of any of its systems wherever located, or temporarily provide replacement Services or Equipment of a similar functionality to those previously supplied; or
 - 10.1.2. Give the Customer instructions on how to use or vary the Services (which the Customer agrees to comply with) where FLUIDONE LIMITED reasonably considers such instructions are provided to the Customer in the interests of safety, or the maintenance of service quality.
- 10.2. Before doing either of these things FLUIDONE LIMITED will endeavour to give the Customer as much notice as is reasonably practicable in the circumstances and FLUIDONE LIMITED will also aim to restore the Services as soon as reasonably practicable after any temporary suspension.
- 10.3. FLUIDONE LIMITED may suspend the Services without warning:
 - 10.3.1. In an emergency;
 - 10.3.2. When FLUIDONE LIMITED is required to by any third party whose systems FLUIDONE LIMITED uses to provide the Services;
 - 10.3.3. When FLUIDONE LIMITED is required to by the police or security services or other party who may have legal authority to make such a request;
 - 10.3.4. If the Customer, the Customer employees/authorised users, or anyone the Customer or the Customer employees/users allow to use the Services, does not keep to the conditions of the Service Contract;
 - 10.3.5. If the Customer, the Customer employees/users, or anyone the Customer or the Customer employees/users allow to use the Services damages the Equipment supplied by FLUIDONE LIMITED including the hardware or software which is necessary to operate the Services or put it at risk, or
 - 10.3.6. Customer physically or verbally threaten or abuse any FLUIDONE LIMITED staff; or
 - 10.3.7. If the Customer does not pay all Charges due to FLUIDONE LIMITED by the due date.
- 10.4. FLUIDONE LIMITED reserves the right to Charge the Customer a re-connection fee where the Customer or the Customer's employees/users either acting themselves or through a third party, have caused or contributed to the suspension of the Services.

11. ENDING THE AGREEMENT

- 11.1. Either Party can cancel the Service Contract immediately if any of the following happens:
 - 11.1.1. After the Minimum Period, in accordance with terms set out in the Service Contract
 - 11.1.2. In addition, FLUIDONE LIMITED may end the Service Contract if the Satellite Provider is unable or unwilling to make such Services available to FLUIDONE LIMITED, providing FLUIDONE LIMITED gives the Customer 30 days written notice.
- 11.2. At the end of the Service Contract the Customer must pay any valid Charges that are due to the end of the month following the month in which FLUIDONE LIMITED received the Customer written request for Termination.
- 11.3. At the end of the Service Contract, the Customer will be disconnected and the Customer will no longer be able to use the Services.

12. INFORMATION, PASSWORDS AND DATA PROTECTION

- 12.1. After the Customer has ordered Services from FLUIDONE LIMITED, in order to access the Services, FLUIDONE LIMITED may provide the Customer with a user identity (User ID) and/or a unique password. Customer are responsible for the security and proper use of all User IDs and passwords and must keep them confidential and not disclose them to any third party without first obtaining written authorisation from FLUIDONE LIMITED.
- 12.2. Customer must inform FLUIDONE LIMITED immediately if :-
 - 12.2.1. Customer suspects that any password in relation to the Services has or may have become known to someone who is not authorised to use it and/or
 - 12.2.2. Customer forgets a password. Providing that the Customer satisfy any security checks as may be reasonably required by FLUIDONE LIMITED, FLUIDONE LIMITED will issue the Customer with a new password.
- 12.3. If FLUIDONE LIMITED reasonably suspect that there has been or is likely to be a breach of security or a misuse of the Services, FLUIDONE LIMITED may change the Customer password and FLUIDONE LIMITED will notify the Customer accordingly.

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- 12.4. Customer is required to promptly and accurately give FLUIDONE LIMITED all the information that FLUIDONE LIMITED reasonably requests so that FLUIDONE LIMITED can perform its obligations under the Service Contract.
- 12.5. Customer must inform FLUIDONE LIMITED immediately of any change to any particulars the Customer has provided to FLUIDONE LIMITED, including changes to the Equipment. FLUIDONE LIMITED shall not be liable for any expenses the Customer incur or savings the Customer fail to make as a result of the Customer's failure to notify FLUIDONE LIMITED in a timely manner of any such changes.
- 12.6. FLUIDONE LIMITED will only discuss the Customer account with the Customer or with an authorised user that the Customer has notified FLUIDONE LIMITED of by email or in writing.
- 12.7. FLUIDONE LIMITED may record or monitor telephone calls to help FLUIDONE LIMITED to improve its services.
- 12.8. Customer acknowledges that FLUIDONE LIMITED may co-operate with any court, tribunal, regulatory body, police authority or other Competent Authority in any investigations or proceedings concerning the Customer or the Customer use of the Services. This may include disclosing communications transmitted via the Services or other particulars regarding the Customer use of the Services to such authorities.
- 12.9. FLUIDONE LIMITED may use credit reference agencies to help FLUIDONE LIMITED make credit decisions or for protection against fraud. Customer agrees that FLUIDONE LIMITED may register information about the Customer and the conduct of the Customer's account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, FLUIDONE LIMITED may disclose information about the Customer and the conduct of the Customer's account to debt collection agencies, security agencies or financial institutions.
- 12.10. FLUIDONE LIMITED will provide relevant information in the event that FLUIDONE LIMITED sells or transfer its business, to ensure that the Customer continues to receive the Services.
- 12.11. If, in connection with any of the Services, FLUIDONE LIMITED act as a "data processor" of any information the Customer gives FLUIDONE LIMITED, and the Customer act as a "data controller" (as such terms are defined in the Data Protection Act 1998), FLUIDONE LIMITED will, in relation to that information:-
 - 12.11.1. act on the Customer instructions only; and
 - 12.11.2. comply with obligations equivalent to those imposed on a data controller under the Data Protection Act 1998 relating to security or applicable equivalent legislation.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. FLUIDONE LIMITED hereby grants to the Customer a non-exclusive licence to use the Software in executable form only. The licence granted to the Customer under the Service Contract is personal to the Customer and may not be sub-licensed, transferred, assigned, or otherwise disposed of. If the Customer uses the Software in any way which will result in the Customer being in breach of the Service Contract, or the Customer attempts to transfer, assign or otherwise dispose of the Customer licence to use the Software, the licence will be terminated immediately which may impact the Customer's ability to use some or all of the Services but the Customer will still be bound by the terms of the Service Contract.
- 13.2. The Software is protected by copyright law. Customer may not copy the Software, except to make a single copy for backup or archival purposes. Any such copies shall be subject to the Service Contract. Customer may not lend, rent, lease or otherwise transfer the Software. Customer agrees not to attempt to reverse engineer, decipher, decompile or disassemble the Software or otherwise reduce it to human readable form or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. Customer may not modify the Software or create derivative works of the Software.
- 13.3. The Services may comprise software, services, technical information, training materials or other technical data that are subject to the country of origin Export Control Regulations or the laws or regulations of that country. Customer may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations.

14. MAINTENANCE SERVICES

- 14.1. Unless FLUIDONE LIMITED has expressly agreed with the Customer in writing, only FLUIDONE LIMITED

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staff or authorised agents may provide maintenance and repair services for the Services and the Equipment.

- 14.2. In the event of a fault in the Services or Equipment, the Customer must call or email the FLUIDONE LIMITED support service between 8am and 6pm on weekdays that are not public holidays. FLUIDONE LIMITED will provide contact details for this at installation time. The FLUIDONE LIMITED support centre may request further information in order to diagnose the problem. This may involve inspecting the Equipment, and connecting a laptop to the Equipment, following the instructions of the FLUIDONE LIMITED support centre to obtain diagnostic information.
- 14.3. If the FLUIDONE LIMITED support centre determines that the Equipment is non-functioning, an engineer will be despatched to site to attempt to rectify the fault. FLUIDONE LIMITED will make reasonable endeavours to fix the fault within 4 Working Days. If Equipment needs to be returned to the manufacturer for repair, subject to operational constraints, FLUIDONE LIMITED may provide temporary Equipment which will be replaced when the original Equipment is again operational.
- 14.4. If the FLUIDONE LIMITED support centre determines that the Equipment is functioning, but is not providing the expected performance, the fault report will be monitored for a suitable period to eliminate transient environmental effects such as weather and solar events as the underlying cause. If the fault resolves itself, the fault report will be closed, and the Customer will need to report any reoccurrence of the problem. The FLUIDONE LIMITED support centre will determine the appropriate action in such circumstances, which at its discretion may involve the despatch of an engineer to site.
- 14.5. If the FLUIDONE LIMITED support centre determines the Equipment is functioning and performing as expected, the fault report will be closed. Customer may request the visit of an engineer to site at any time to attempt to investigate and/or resolve a reported issue. In such cases, a Charge will be made at the standard rate for a site visit, and will be scheduled as resources allow.
- 14.6. Additional Charges may apply where any problem with the Services or the Equipment has been caused by misuse or abuse of the Equipment by the Customer or someone acting on the Customer behalf or within the Customer's control even if such events occurred in the attempted repair, removal or reconfiguration of the Equipment or Services. This will include any Charges that FLUIDONE LIMITED reasonably and directly incurs as a result of actions that FLUIDONE LIMITED is reasonably required to take arising from the impact on FLUIDONE LIMITED's Services caused by viruses, malicious software or other malware introduced via any part of the Customer's Equipment.

15. LIABILITY

- 15.1. FLUIDONE LIMITED is legally responsible to the Customer only as set out in the Service Contract.
- 15.2. Nothing in the Service Contract shall remove or limit FLUIDONE LIMITED's liability, or the liability of anyone who works for FLUIDONE LIMITED, in the event of:
 - 15.2.1. Death or personal injury caused by negligence;
 - 15.2.2. Fraud;
 - 15.2.3. Anything which cannot be excluded by law.
- 15.3. FLUIDONE LIMITED's entire liability to the Customer for something FLUIDONE LIMITED or anyone who works for FLUIDONE LIMITED does or does not to do in respect of breach of contract, negligence or pre-contractual misrepresentation will be limited to the lower of the value of any direct losses the Customer incur or :
 - 15.3.1. £10,000 for damage to property;
 - 15.3.2. £5,000 for all other losses which are not excluded by clause (d) below;
- 15.4. FLUIDONE LIMITED is not liable to the Customer in any way for any indirect, consequential, incidental losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by the Customer and notified to FLUIDONE LIMITED in any manner.
- 15.5. FLUIDONE LIMITED is not liable to the Customer in respect of any products or services the Customer orders from other companies using the Services.
- 15.6. FLUIDONE LIMITED is not liable for any loss as a result of the suspension, disconnection or unavailability of the Services, which occur in accordance with the terms of the Service Contract.
- 15.7. FLUIDONE LIMITED is not liable to the Customer if something beyond its reasonable control prevents FLUIDONE LIMITED carrying out FLUIDONE LIMITED's duties or providing any of the Services.

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15.8. Customer must tell FLUIDONE LIMITED in writing about any potential claim as soon as the Customer become aware of any incident and that such incident means that the Customer may be entitled to make a claim and in any event within 14 days of any incident resulting in such a claim first occurring. If the Customer makes FLUIDONE LIMITED aware of a claim outside of this time-frame, it is FLUIDONE LIMITED's sole discretion as to whether FLUIDONE LIMITED recognises and deals with any such claim.

15.9. This section will apply even after the Service Contract has ended.

16. **GENERAL**

16.1. FLUIDONE LIMITED may amend, modify or substitute any of the terms and conditions in the Service Contract if new laws or rules make it necessary or for any other good reason. In the event of any material changes, FLUIDONE LIMITED will endeavour to provide the Customer with 30 days' notice in writing in advance of doing so. If the Customer does not object to the modification, amendment or substitution via written notice to FLUIDONE LIMITED within 30 days of FLUIDONE LIMITED having been notified to the Customer, the new Terms and Conditions in their entirety shall then be deemed to supersede any and all preceding Agreements between the Parties.