



Company No: 5652197

Terms & Conditions for the Supply of Telecommunications Services

1. Definitions herein

Unless context otherwise dictates, words in the singular include the plural and vice versa and words in one gender include any gender.

1.1 Services

The telecommunication and/or internet services provided by Aquilatec.

1.2 Company

Your PC Limited (trading as Aquilatec)
New Gallery
Harringay Park
London N8 9HY

1.3 Intellectual Property

Any patent, copyright, registered design, trade mark or other industrial or intellectual property right subsisting in respect of the service and applications.

1.4 Customer's Control panel

This allows Aquilatec to service all facilities to the customer

1.5 Customer

This is Aquilatec's client, alternatively defined as the End User.

2. Services

Aquilatec provides the hosting, internet, telecommunication products and any other services offered at any time to the Customer, at their sole discretion.

- (i) These Terms and Conditions apply to each and any provision of Services to the customer to the exclusion of all other conditions, agreements, understandings or arrangements not set out in this document.
- (ii) Aquilatec reserves the right to subcontract its obligations and/or duties set out in this document.
- (iii) The customer may not refer to Aquilatec in its sales or marketing activity or literature except with the prior written consent of Aquilatec.
- (iv) Aquilatec may sometimes need to change or alter the configuration of the Service or Service Equipment in order to provide the Service to Customer. Aquilatec shall use reasonable efforts to give at least 14 days' prior written notice to the Customer of any such change or alteration where possible.

3. Customer Charges

You must pay for any set-up charges for services supplied by Aquilatec in relation to the services requested and supplied herein. These rates are part of the agreement for the supply of services. After any initial payments have been made, all subsequent payments are made strictly by Direct Debit on a monthly basis.

- 3.1** For the avoidance of doubt, the customer acknowledges that it has sole responsibility for all charges relating to the use of the Services regardless of whether such use is authorised, unauthorised, fraudulent or otherwise.
- 3.2** The Customer must inform Aquilatec as soon as reasonably practicable if it suspects that fraudulent or unauthorised use of the Service is occurring. Such notification will not limit the Customer's liability to pay the charges as set out herein.
- 3.3** The Customer shall be liable for all and any telecommunication charges payable to any third party arising out of the Customer's use of the Services
- 3.4** Aquilatec may, upon giving the customer 30 day's prior notice in writing or by electronic or such expeditious means as Aquilatec may from time to time decide, vary its charges.
- 3.5** Charges for a Service shall accrue from the date on which the Customer commences use of the Service.
- 3.6** All charges are, unless agreed otherwise, exclusive of value added tax and any other applicable sales tax or duty which shall be payable by Customer at the prevailing rate.
- 3.7** Aquilatec reserves the right to carry out a credit check prior to or after the customer's acceptance of this agreement. Subsequent to any credit check Aquilatec reserves the right to request a deposit or 3rd party guarantee, to be specified at that time, from the Customer as a condition of providing or continuing Service. Any deposit shall be held by Aquilatec for a period of twelve (12) months (or until the Agreement is otherwise terminated) when it shall be returned in full or credited against an invoice at Aquilatec's sole discretion. Any deposit does not relieve the customer of the responsibility for the prompt payment of invoices in accordance with relevant Clauses contained herein.
- 3.8** Aquilatec reserves the right, if undue excess activity on the customer's account is observed and/or the customer's ability to pay within the due period is called into question (as a result of, but not limited to, late payment) to increase the frequency of our invoicing.
- 3.9** Payment by the customer is only acceptable in GB Pounds Sterling.
- 3.10** If the Customer does not meet a payment by the due date, Aquilatec reserves the right to: (i) suspend or terminate the customer's access to the Services relevant Control Panel; and/or (ii) charge the Customer interest on the overdue amount(s) at the rate of 3% per annum above the base rate of HSBC plc prevailing at the time (interest is calculated and accrues daily) and/or (iii) charge an administration fee to cover late payment costs.
- 3.11** If the Customer disputes any invoice, the Customer must notify us in writing of the dispute and provide us with sufficient detail to investigate the matter and determine whether the Customer's dispute is genuine and reasonable, prior to the due date for the invoice. If we determine (at our sole discretion): (a) that the Customer's dispute is not genuine or reasonable, the Customer must pay the invoice in full, plus any interest charged on the full invoiced sum in accordance with clause 3.10 above; or (b) that the customer's dispute is genuine and reasonable, the Customer must pay any undisputed part of the invoice and we will both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved: (i) such that the Customer still owes any amount, the Customer must pay all sums owed to us within 7 calendar days of the resolution of the dispute. Aquilatec reserves the right to charge interest in accordance with clause 3.10 above from the date payment of the disputed invoice was due; or (ii) such that we owe the Customer money, we will (at our sole discretion) repay or credit on the next

invoice sent to the Customer following resolution of the dispute any amount overpaid by the Customer. Each party will be responsible for their own costs.

3.12 Aquilatec reserves the right to increase the Fees for Services in respect of which it has entered into a Contract with you upon 14 days prior written notice to you.

4. Trade Marks

Nothing in this Agreement shall be construed to grant to the Customer any license or any other proprietary or contractual right or interest in Aquilatec or any of its designs or trademarks.

4.1. Unless otherwise specified in writing by Aquilatec, we are the owner or licensee of all intellectual property rights within the Aquilatec Website and control panels along with all subsidiaries and associated companies to Your PC Limited, and in the material published within it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4.2. Unless otherwise specified, the authors of the literary and artistic works in the materials contained in the web sites/panels determined in clause 4.1 have asserted their moral right pursuant to Section 77 of the Copyright Designs and Patents Act 1988 to be identified as the author of those works.

5. Waiver

If at any time we do not require the Customer to comply with any provision of this Agreement, this will not prevent us from doing so in relation to that or any other provision of this Agreement in the future.

6. Customer Representations

The Customer represents and warrants to Aquilatec that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. All information that the Customer has provided, and may from time to time provide, to Aquilatec is, unless the Customer delivers written notice to Aquilatec to the contrary, and shall continue to be, true and complete. Any falsifying of information within this agreement will be the Customer's sole responsibility.

7. Indemnification

The Customer hereby agrees to defend, indemnify and hold Aquilatec harmless from and against any suit or proceedings brought against Aquilatec that arises from any illegal activity by the Customer.

8. Faults

Aquilatec will make every effort to provide you with the best possible service. We cannot, however, guarantee that the service will never develop a fault. Aquilatec will make every effort to correct all reported faults as soon as we reasonably can, affording any notice period where possible and complying with the clauses contained herein.

9. Security

We will issue you with a username and password for accessing Aquilatec's Customer Control Panel. These are essential for your secure use of the Control Panel and service, so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions. To ensure that the service remains secure, you must not change or attempt to change a username. If we think there is likely to be a breach of security or misuse of the service we may change your password (and then we will notify you that we have done this) and/or suspend username and password access to the Control Panel Interface. If you think that any username or password has become known by someone not authorized to use it, or if any password is being or is likely to be used in an unauthorized way, it is your responsibility to inform Aquilatec immediately. If any of the information you give us when you commence with Aquilatec changes, including any changes to your payment details, you must inform us as soon as possible.

10. Authorisation and Authentication

10.1 Aquilatec when required will issue a username and password to the End User via e-mail if not already issued for another service. This login information will serve as identification of the Customer and all services attached to and within its control panel, when accessing Aquilatec services, either via its web site or through its programmatic interfaces.

10.2 The Customer acknowledges that Aquilatec recommends changing the password on a regular basis. If misuse or theft of the login information is suspected, the Customer agrees to immediately notify Aquilatec in order to suspend the Customer's account and or take other appropriate measures with the account if required. Aquilatec shall not be held liable for losses or other consequences arising out of such misuse.

11. Operational contingencies

Aquilatec may need to temporarily suspend a service for operational reasons (e.g. for repairs, planned maintenance or upgrades), Aquilatec will give you as much notice as deemed possible but is not obligated to do so. Aquilatec will make every attempt to restore the service as soon as possible after any suspension or outage. Aquilatec reserves the right to alter code or access numbers or technical specifications associated with the service deemed necessary for operational reasons. The technical specification will only be changed where this will not materially affect the performance of the service.

12. Code of Practice

Aquilatec will do its utmost to support and assist the Customer in every way possible to the best of our endeavours.

13. Limitation of Liability

Under no circumstances shall Aquilatec be liable to the Customer for any damages, including without limitation any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether Aquilatec is advised of the possibility of any such damages.

14. No Assignment

You may not assign (by operation of law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the written consent of Aquilatec.

15. Third Party Rights

A person who is not a party to this Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

16. Terms and Conditions

This agreement is in conjunction with the Terms and conditions available on the Aquilatec website respective to the services provided.

17. Governing Law

This Agreement shall be governed by and construed under the laws of the England only.

18. Notices

Any notice to be served by Aquilatec on the Customer shall be deemed to have been duly served if sent by e-mail or first class post to the Customer at his last known address. Any notice served by first class post shall be deemed to have been served three days after posting and any notice served by e-mail shall be deemed served 48 hours after sending. Any

notice to be served on Aquilatec should be served by sending said notice by post to the Company's registered address (as specified in clause 1 of these terms and conditions). Any notice served shall only be deemed served once the Customer has received an acknowledgement from Aquilatec of receipt. Proof of acknowledgement of receipt of such notice by Aquilatec will only be deemed valid if produced in writing.

19. Enforceability

If one or more provisions of this Agreement and or its attached addendums are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its own terms.

20. Force Majeure

Neither party shall be liable to the other for any default under this Agreement where such default was caused by any unforeseen event beyond the reasonable control of the defaulting party. Such events include, but are not limited to: the result of any Act of God; war, insurrection or civil disorder; failure or shortage of power supplies; national or local emergency; acts or omissions of government; industrial disputes of any kind; the acts or omissions of other companies.

21. Termination

Either the Customer or Aquilatec may terminate this Agreement at any time, by giving 28 days notice thereof (via electronic mail or other means) to the other party, and;

21.1 Without prejudice to any other rights, Aquilatec may terminate the Agreement immediately and or suspend all or part of the services until further notice, if the Customer, at Aquilatec's sole discretion, damages Aquilatec's reputation or relationship with existing or potential future customers, or brings the company into disrepute.

21.2 Without prejudice to any other rights, the Customer may terminate the Agreement by giving the aforementioned notice period if Aquilatec are unable to supply the services associated with this agreement and/or promoted through the Aquilatec website.

21.3 Without prejudice to any other rights Aquilatec may terminate the Agreement immediately after non payment of invoices and or no communication after a period of 28 days. Aquilatec reserves the right to block access to the customer's Control Panel and take control of said panel. The Customer will be liable for all invoices incurred up to the agreed date of termination of this agreement.

21.4 If Aquilatec becomes aware that Customer is using or is likely to use the Services in any way which may be interpreted as illegal, immoral or otherwise disreputable, or likely to expose Aquilatec to unacceptable risks legally or otherwise, Aquilatec reserves the right to suspend or terminate with immediate effect with no prior notice.

21.5 Any termination shall not relieve the customer of its obligation to pay any charges incurred hereunder. The Parties' rights and obligations which by their nature would extend beyond the termination, or expiration of this Agreement shall survive such termination, or expiration. For the avoidance of doubt, termination of a Service does not affect the provision of any other Service provided pursuant to this Agreement.

22. Dispute Resolution

Aquilatec will make every effort resolve any dispute quickly and satisfactorily.