

Kinetic Internet Limited

Company No: 4470080

ADDENDUM – Broadband Terms and Conditions

KINETIC INTERNET is an International Communications company that provides xDSL broadband services. The customer wishes to obtain those services from KINETIC INTERNET in accordance with its related terms and conditions within this addendum and in conjunction with the main Terms and Conditions further defined.

ADX 1. DEFINITIONS:

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the XDSL service, defined herein, unless the context otherwise requires:

1.1 "Agreement" means The Customers Agreement in full referenced above, inclusive of all addendums, attachments and relevant Terms, conditions and applicable application form and AUP;

1.2 "Access Line" means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to KINETIC INTERNET;

1.3 "Act" means the Telecommunications Act 1984;

1.4 "Carrier" means any supplier of telecommunications services to KINETIC INTERNET for the Service;

1.5 "Commencement Date" means the date when the Customer first receives the live Service.

1.6 "Customer Apparatus" means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment;

1.7 "Equipment" means any apparatus or equipment provided by KINETIC INTERNET or any third party to the Customer at the Premises to enable provision of the Service;

1.8 "Minimum Period" means

- (a) thirty (30) days unless otherwise stated within this addendum.
- (b) ADSL Standard services - one (1) calendar month from the commencement date.
- (c) FTTC (VDSL) Standard services – twelve (12) calendar months from the commencement date.

1.9 "KINETIC INTERNET System" means the telecommunication system which KINETIC INTERNET runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, KINETIC INTERNET from a third party

1.10 "Person" means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

1.11 "Restricted Information" means any information which is disclosed to one party to this Agreement by the other pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

1.12 "Services" hereafter and related to this addendum means those manual and automatic Broadband and all related services as described on the date hereof and within the Company's website www.kinetic-internet.co.uk together with any increased or improved services of such a nature that may be provided by the Company.

ADX 2. GENERAL:

2.1

References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2

The headings within this Addendum are for convenience only and shall not affect its interpretation.

ADX 3. PROVISION OF SERVICE:

3.1

KINETIC INTERNET will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the KINETIC INTERNET website in relation to the customer's customers.

3.2

The Customer must make sure that they have an Access Line with the Physical Characteristics required in order to receive the Service. If the Customer changes from the required Physical Characteristics, KINETIC INTERNET cannot be held responsible if they are no longer able to receive the Service. KINETIC INTERNET reserves the right to change the Customer's password at any time at its sole discretion.

3.3

Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Customer may not:

3.3.1 Transfer rights to the use of the Service to any third party, whether in whole or in part;

3.3.2 Disclose Service features, errors or viruses to any third party without the prior written consent of KINETIC INTERNET;

3.3.3 Use the Service except in conjunction with KINETIC INTERNET recommended operating environment, notified by KINETIC INTERNET or modifies the Service without KINETIC INTERNET prior written consent.

3.4

From time to time certain Points of Presence (PoPs), servers, or the whole or part of the Network may be closed down for routine repair or maintenance work. KINETIC INTERNET or its authorised representative shall give as much notice as in the circumstances is reasonable and KINETIC INTERNET shall endeavour to carry out such works during the scheduled maintenance periods as published from time to time.

3.5

KINETIC INTERNET may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. KINETIC INTERNET will give the Customer as much notice as possible of any planned interruption of the Customer's Service. In these circumstances The Customer shall have no claim against KINETIC INTERNET for any such interruption.

ADX 4. AUTHORISATIONS AND AUTHENTICATION

4.1.

The Company will issue a username and password to the Customer via e-mail if not already issued for another service. This login information will serve as identification of the Customer and all services. The Company will perform no further authentication of the Customer's identity.

4.2.

The customer agrees that all web site activities and programmatic actions which can be traced to its username and password are deemed as having been performed by the Customer itself and are legally binding on it.

4.3.

The Customer is responsible for careful use and storage of the username and or password issued by KINETIC INTERNET. The Customer acknowledges that KINETIC INTERNET recommends changing the password on a regular basis. If misuse or theft of the login information is suspected, the Customer agrees to immediately notify KINETIC INTERNET in order to suspend their account and

or take other appropriate measures. The Company shall not be liable for losses or any other consequences arising out of such misuse.

ADX 5. RISKS

5.1.

The Customer acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Customer agrees to accept full responsibility arising from such risks and the consequences of the Customers usage of KINETIC INTERNET xDSL and related services herein and contravening clause 5 within the agreement.

ADX 6. CUSTOMERS LIABILITY:

6.1.

The Customer agrees to abide to all laws and regulations applicable services provided by him. The Customer shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

6.2.

It is the Customers full responsibility if they break any appropriate regulatory bodies rules, regulations or guidelines.

6.3.

The Customer hereby agrees to indemnify and hold KINETIC INTERNET, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Customers services, use of the services, connection to the Services, breach of this Agreement and or the Customers violation of any rights of any other Person or Persons.

ADX 7. PRICING AND PAYMENT:

7.1.

KINETIC INTERNET shall provide the Customer with the Service for the fees as defined in writing and or the availability through the control panel or KINETIC INTERNET website. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

7.2.

Subject to our discretion we will invoice you with credit terms of 30 days net, on an Annual basis only. KINETIC INTERNET reserve the right to charge interest on all outstanding amounts on a daily basis at the rate of 3% per annum above the base lending rate, from the date of the invoice until the date of actual payment or judgement has been enforced.

7.3.

Any installation fee as specified to you in writing, website or through your control panel, is payable in advance by bank transfer.

7.4.

All fees are subject to change with Broadband. In the event that the KINETIC INTERNET increases its fees, you will receive prior notice as determined within the agreement.

7.5.

In addition to the fee set out on the web site and or determined to the customer in writing, KINETIC INTERNET shall be entitled to charge the Customer for the reasons given.

7.5.1. Internal Relocation - If a Customer on behalf of his Customer wants to relocate the main phone socket from one room/floor to another within the same building.

7.5.2. Abortive Visit Charge - Abortive visits include attendance to incorrect address provided by the customer, site does not meet requirements specified by BT or End User is not available.

7.5.3. Administration Charges - Where The Customer through or on behalf of his Customer provide illegible, materially incomplete or incorrect order details.

7.5.4. Reworking Charge - If the Customer on behalf of his Customer consents to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.

7.5.5. Order Cancellation - If the Customer on behalf of his Customer requests the cancellation of the KINETIC INTERNET xDSL service five (5) or less days prior to the arranged installation date.

7.5.6. Cessation of Service - The customer agrees to pay any costs incurred by KINETIC INTERNET due to cessation of a broadband service supplied. When directly cancelling as a result of a customer house move where a cessation and new provision of service is required and or, when moving to an LLU based ISP and or cessation of the telephone line over which broadband service is provided for whatever reason.

7.6.

Method of payment – as referred to in clause 6.7 of the Customers Agreement

ADX 8. DOMAIN NAMES, INTERNET PROTOCOL ADDRESSES:

8.1.

The Customer confirms and warrants that he has in accordance and determined by, Ofcom's "Code of Practice" and "Terms and Conditions" and any other relevant authorities in this area, has full title and ownership the domain name(s).

8.2.

The Customer acknowledges that KINETIC INTERNET cannot guarantee that any domain name the Customer requests will be available or approved for use.

8.3.

KINETIC INTERNET has the right to require the Customer to select a replacement domain name and may suspend the relevant service associated with the domain name if, there are reasonable grounds to believe the Customer's current choice of domain name is, or is likely to be, in breach of the provisions of this Agreement and law.

8.4.

The Customer acknowledges that KINETIC INTERNET cannot guarantee that any domain name the Customer requests will be available or approved for use.

8.5.

If the Service includes the registration of an Internet domain name the Customer acknowledges and agrees that:

8.5.1.

KINETIC INTERNET does not represent, warrant or guarantee that any domain name applied for by the Customer will be registered in its requested name or is capable of being registered by it or that the use of such domain name will not infringe any third party rights. Accordingly, the Customer should take no action in respect of its requested domain name(s) until it has been notified that its requested domain name has been duly registered.

8.5.2. The registration of the domain name and its ongoing use by the Customer is subject to the relevant industries protocols and or the relevant authority's terms and conditions of use. The Customer undertakes to KINETIC INTERNET that it will comply with such terms and conditions. The Customer hereby irrevocably waives any claims it may have against KINETIC INTERNET in respect of any decision of a naming authority to refuse to register a domain name and, without limitation, acknowledges and agrees that any administration or other charge paid by the Customer in respect of the registration of the domain name is non-refundable.

8.5.3. KINETIC INTERNET accepts no responsibility in respect of the use of a domain name by the Customer. Any dispute between the Customer, other individual or organisation regarding a domain name, must be resolved between the parties concerned and KINETIC INTERNET will take no part in any such dispute. KINETIC INTERNET reserves the right on becoming aware of such a dispute concerning a domain name at its sole discretion, to either suspend or cancel the relevant service associated with the domain name and/or to make such representations to the relevant naming authority as it deems appropriate with no further redress from the Customer.

8.6.

Any Internet Protocol address allocated by KINETIC INTERNET to the Customer shall at all times remain the sole property of

KINETIC INTERNET and the Customer will have a non-transferable licence to use such address for the duration of this Agreement. If this Agreement is terminated for whatever reason, the Customer's licence to use the Internet Protocol address shall automatically terminate and thereafter it will not use such address.

ADX 9. INTELLECTUAL PROPERTY RIGHTS:

9.1.

It is agreed and acknowledged by the parties that all communication media and systems associated with the web site www.kinetic-internet.co.uk, the control panel and the underlying services remain the property of the Company, its suppliers or partners as appropriate. By using the services, the Customer shall not obtain any rights in the infrastructure, content, Intellectual Property, or software associated with the services.

9.2.

To run in conjunction with clause 4 of the Customers agreement.

ADX 10. AGREEMENT AND ADDENDUM AMENDMENTS:

10.1.

KINETIC INTERNET reserve the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the Customer by posting in the Legal section of KINETIC INTERNET's Web site. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service after a period of Fourteen (14) days from the date of posting on the Web site.

ADX 11. DURATION AND TERMINATION:

11.1.

This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party in reference to clause 26 of the Customers agreement including sub clauses.

ADX 12. SEVERABILITY

12.1.

If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and Addendums and the remaining provisions of this