

Kinetic Internet Limited

Company No: 4470080

ADDENDUM – Telecom Terms and Conditions

KINETIC INTERNET is an International Communications company that provides Server 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.

AWLR 1. DEFINITIONS:

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

1.1 "Agreement" means The Customer 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) KINETIC INTERNET 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 Wholesale Line rental (WLR) 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 and defined further within its website.

1.12 "Line Rental Service" hereafter and related to this addendum means Wholesale Line rental (WLR).

1.13 "Wholesale Line Rental" to mean Line Rental Services and or WLR

AWLR 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.

AWLR 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.

3.2

The customer confirms they have legitimate Access and authority to order line Wholesale Line Rental at the location specified in order to receive the Service. If his Customer authority changes, KINETIC INTERNET cannot be held responsible if the Customer is no longer able to receive the Service due to any legal requirements imposed on KINETIC INTERNET.

3.3

We shall provide Line Rental Service to you with your authorisation for us to act on your behalf in all dealings with any Third Party Operator in connection with any matter that enables us to provide or to continue to provide you with the Line Rental Service.

3.4

We cannot guarantee that the Line Rental Service will be free of faults, interruptions, timely or secure to the Extent the Line Rental Service may be affected by circumstances we are unable to control.

3.4

You agree to follow any reasonable instructions that we may give you about the service. This includes giving our engineers and or our representative's access to your premises.

3.5

You will agree to get any related permission needed from any third party if they have to cross their land or put our equipment on their premises if required by the engineers on a new installation if deemed necessary by us.

3.6

Certain services which are provided by Third Party Operators may not be compatible with the Line Rental Service provided to you and or location. You should be aware that such services may be automatically removed from the line during set up and may no longer be available.

3.7

KINETIC INTERNET may occasionally have to interrupt the Service or change the technical specification of the Service for operational, legal reasons or dictated by a third party. KINETIC INTERNET will give the Customer as much notice as possible of any planned interruption of the said Service in relation to WLR. In these circumstances The Customer shall have no claim against KINETIC INTERNET for any such interruption.

AWLR 4. RISKS

4.1.

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 their usage of KINETIC INTERNET wholesale line rental and related services herein.

AWLR 5. COMPANY LIABILITY:

5.1.

The Company agrees to abide to all laws and regulations applicable for services provided by him. The Company 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.

5.2.

The Customer acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement. Such compliance shall include without limit, the right for the recipient to be informed and their right to access this information and to modify it or to "opt out" completely of the Customer database along with the manner in which they can request this.

5.3.

The Company must not invite the Customer to call back on a premium rate number.

AWLR 6. PRICING AND PAYMENT:

6.1.

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.

6.2.

Subject to our discretion we will invoice you with credit terms of 30 days net, on an Annual basis only. KINETIC INTERNET may 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.

6.3.

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

6.4.

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

6.5.

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.

6.5.1. Internal Relocation - If a Customer wants to relocate the main phone socket from one room/floor to another within the same building.

6.5.2. 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.

6.5.3. Administration Charges - Where The Customer provide illegible, materially incomplete or incorrect order details.

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

6.5.5. Order Cancellation - If the Customer requests the cancellation of the KINETIC INTERNET Line Rental Service five (5) or less days prior to the arranged installation date.

6.6.

Method of payment – as described herein, the website and or by email or other means.

AWLR 7. FAULTS TO LINE RENTAL SERVICE:

7.1.

If you suffer or suspect a fault with the Line Rental Service then you should contact our Customer Services Team:

7.2.

We will work on any fault that is reported to us according to the repair service we have agreed to provide to you contained herein and within the KINETIC INTERNET website

7.3.

You agree that you will be responsible for all charges that you incur or we incur on your behalf in repairing the fault with the Line Rental Service unless the fault is the result of any act or omission of us or a Third Party Operator or is due to fair wear and tear where applicable.

7.4.

If we decide that an KINETIC INTERNET engineer should be sent to your premises in connection with a fault and that engineer arrives within an agreed appointment time, you will incur an administration fee if you are not available at the agreed time.

7.3.

If an KINETIC INTERNET engineer attends a fault and decides the fault is with the equipment owned by you then you will be charged for any work carried out and the engineer may disconnect the equipment if deemed necessary.

AWLR 8. CHARGES:

8.1.

You will be charged rental from the day we supply the Line Rental Service. You will pay the rental in advance. The rental will depend on how we classify your line. The classifications are explained in our Price list contained within the KINETIC INTERNET website (www.kinetic-internet.co.uk)

8.2.

We will issue your first invoice on your control panel after it is agreed to provide the Service. We will issue you further invoices monthly, but we reserve the right to change the issue date of said monthly invoices if necessary.

AWLR 9. REPAIR TO SERVICE:

9.1.

KINETIC INTERNET will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible.

AWLR 10. SUSPENSION OF SERVICE:

We may suspend the service (without being liable to compensate you);

10.1.

If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice);

10.2.

If you contravene any part of this agreement and its relevant addendums & Terms & Conditions.

AWLR 11. AGREEMENT AND ADDENDUM AMENDMENTS:

11.1.

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.

AWLR 12. DURATION AND TERMINATION:

12.1.

This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party.

AWLR 13. SEVERABILITY

13.1.

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