

Syntura Terms and Conditions and Acceptable Use Policy

particular application will be accepted, nor do we accept any liability to you or to any third party for the unavailability of or subsequent loss of, any domain.

33.3 You warrant to us that you have the legal right to the name being registered and that you are not breaching any copyright, trademark or other intellectual property rights in the name being registered.

35.4 Certain Top Level Domains (TLDs), particularly when they are first introduced to the market, feature phased registration processes, during which additional preconditions must be met before a registration will be allowed. Applications for these TLDs are therefore subject to additional charges to cover the extra administrative processes. These additional charges, which are set out in our price list, are non-refundable, irrespective of whether the application for registration is successful. For the avoidance of doubt, where such applications fail the registration fee itself is refundable.

35.5 Term of Registration and Renewal

(a) All domain registrations are for a period of two years unless the Domain Registrar only allows one year renewals (the "Initial Registration Period"). To help ensure you do not lose your domain, we will automatically renew the registration on your behalf prior to the last day of the Initial Registration Period or of any subsequent registration period (the "Renewal Date") for an additional term of one or two years as appropriate. (b) If you do not wish to seek an automatic re-registration of your domain, you must advise us in writing sixty days prior to the Renewal Date that you intend to terminate the registration of the Domain as of the end of the registration term.

(c) Prior to automatic renewal we will invoice you at the then current standard registration fee for Domains of equal term. If we are unable to secure payment from you prior to the Renewal Date the domain we are under no obligation to proceed with re-registering your domain.

(d) Domain registration fees are non-refundable.

35.6 In the event that your application or subsequent domain registration is challenged, the dispute will be handled according to the dispute procedure of the relevant registry.

36.0 Syntura Cloud Data Backup and Recovery

36.1 Pricing for VCC is based upon the peak amount of data stored during the billing period and charged per Terabyte.

36.2 Customer requests for assistance from Syntura in preventing a recovery or restore ("Assisted Recovery") are chargeable on a time and materials basis at Syntura's prevailing rates at the time the Assisted Recovery is requested and must be agreed to in writing by both parties. Syntura reserves the right to reject a request for Assisted Recovery at any time at its sole discretion.

36.3 You may request at any time that Syntura delivers data to you on either USB/Firewire or NAS media (a "Media Request"). Where Syntura agrees in writing to provide your Media Request, the Media Requests shall be delivered to you by the delivery method you have agreed with Syntura at the time of making a Media Request. Media Requests carry charges in relation to the delivery and additional surcharges where the delivery is required outside Working Hours. Such charges set out in the Syntura Price List may be amended from time to time. You will also be invoiced for the replacement cost of the hardware on which the Media Request is supplied ("Hardware Charge"), although the Hardware Charge will be credited back to you providing you return the hardware undamaged to Syntura, within 30 days of the Media Request.

36.4 The capacity of VCC Service(s) allocated to you under standard Syntura VCC will be restricted to a maximum amount of the Minimum Commitment set out on the Order Form.

36.5 Where VCC services are delivered Off-net, bandwidth for back-ups and restores is limited to 1Gbit/s.

36.6 We are unable to accept any liability whatsoever arising out of loss of or damage to your data or to the data stored. You agree that you are the best judge of the value of the data being backed up, and that you are solely responsible for: (a) instituting and operating all necessary back-up procedures; (b) ensuring that the Service provided by us is adequate and sufficient for your requirements; and, (c) taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

36.7 As a guarantee of the security of your data, you are the sole holder of your password, and must keep it safe at all times. Note that without your password, there is no way whatsoever of retrieving your data.

37.0 Additional Syntura Services and HSCN Connectivity Services

37.1 From time to time Syntura may agree to undertake various consultancy projects, provide other services, or during the delivery of the Service(s), you may request that we undertake complementary work. Unless we agree otherwise, such work will be charged on a time and materials basis.

37.2 We are unable to provision HSCN Connectivity Services in the absence of a NHS Digital contract and an Organisation Data Service (ODS) code. It is your responsibility to provide us with an appropriate ODS code.

37.3 Where we provide you with HSCN Connectivity Services, you agree that the **HSCN Mandatory Supplemental Terms** are included in the agreement for Service(s) and you agree to be bound by them.

38.0 Circuit Novations

38.1 Where you have requested that we novate a BT circuit from you to us, we will use all reasonable endeavours to ensure that this occurs. Ultimate control however lies with BT and, in the event that they refuse to novate the circuit, this Agreement shall terminate to the extent that it applies to such circuit.

39.0 IP Addresses

39.1 We will allocate a /29 IP address range to a customer which will provide the customer with 5 useable IP addresses from the 8IP address allocation. The Customer shall provide justification for the need for 8 or more IP addresses on the Customer requirements form or at any time during the term of the Agreement, if requested by us, if no justification is provided, we or RIPE reserve the right not to allocate IP addresses to the Customer or to revoke the IP addresses already allocated. Syntura reserves the right to charge for any IP addresses in excess of /29 (8IP address) allocation.

39.2 We shall be entitled to invoice the Customer on a time and materials basis in relation to the any requests in connection with the IP Addresses (provisioning, resetting and the like).

39.3 The Customer during the term of the Agreement shall provide us with correct and up-to-date information in relation to the IP Addresses and shall provide us with the Customer contact details of the person dealing with IP Addresses. The Customer shall notify us immediately of any change of address or billing details. Until such notification, the last notified address and billing details shall be presumed to be correct.

39.4 The Customer shall respond to correspondence by us and the RIPE NCC with regard to IP addresses.

39.5 We may submit to the RIPE NCC copies of this Agreement and the documents submitted by the Customer pursuant to this Agreement for the purpose of verifying the status of the IP addresses and compliance with the applicable RIPE policies.

39.6 The Customer shall comply with the current RIPE policies relevant to Customers, published at www.ripe.net, current documents available at <http://www.ripe.net/ripe/docs/index.html>, and as may be amended from time to time by the RIPE community in accordance with the RIPE policy process. For the avoidance of doubt, the Customer may be referred to as an "End User" on those policies;

39.7 The Customer shall not assign, delegate, sub-delegate or otherwise allow third parties to use the IP addresses assigned to it pursuant to the agreement made by us pursuant to this Agreement;

39.8 The Customer understands and agrees that we or the RIPE NCC may revoke IP addresses if the Customer does not use the IP addresses accordance with RIPE policies.

39.9 We do not warrant that the requested IP addresses will be provided upon request or that IP addresses will be routable on any part of the Internet.

39.10 The Customer shall be liable for all aspects of the use of the IP addresses provided to it.

39.11 We shall not be liable for damages caused by a failure by us or the RIPE NCC to make the IP addresses available (on time), or for damages in any way connected with the use of the IP addresses.

39.12 We shall be entitled to terminate the Agreement forthwith with immediate effect by means of a notice sent to the Customer without being liable to pay damages to the Customer and without prejudice to our right to claim (additional) damages from the Customer if: (i) the Customer does not comply with (any of) the provisions of Clause 39 or the Customer fails to observe any rule of applicable law, which should be adhered to by the Customer and which, in the opinion of us, is of such a nature as to justify immediate termination.

39.13 Upon termination, the Customer shall no longer be entitled to and shall refrain from use of the IP addresses and the IP Addresses may be re-assigned by the RIPE NCC or us to other Customers. The Customer understands and accepts that it has not and undertakes not to make any claim as against us or the RIPE NCC for the continued use of the IP addresses.

39.14 Where the Customer requests Independent Internet Number Resource assignments from the RIPE NCC, the Customer agrees to the provisions of Syntura Agreement for Independent Internet Number Resources.

Part C Abortive Site visits

40.0 We reserve the right to raise an Abortive Visit Charge in the following circumstances:

- (a) when our engineer attends an incorrect address issued by you, your agent or representative;
- (b) when our engineer arrives to carry out the installation at the address provided by you, but you no longer want the installation completed;
- (c) when our engineer is refused entry to your address, or no access can be gained at the time agreed between you and us;
- (d) when the site for installation does not meet the criteria specified by us as requirements for installing the Service(s) e.g. minimum space requirements, availability of power etc.;
- (e) when you report a fault, and our engineer attends the appropriate address and discovers the fault is not due to us; and
- (f) when a problem reported by you is not verified by us, and following your request for an engineering visit, we cannot confirm the existence of the reported fault.

Part D Billing Configuration and Changes

41.0 The configuration and format of invoices is established at the time of issuing the first invoice for Service(s) under an Order. Where you are already receiving invoices from us in respect of other Orders and no instructions have been received by you to the contrary, billing will be added to the existing invoices and follow the format and configuration thereof. Where you have supplied us with billing codes prior to issuing of the first invoice under an Order, these will appear on the invoice. Where you subsequently request changes to the format or configuration of invoices, an administrative charge will be levied in accordance with our prevailing rates at the time you request the change(s) to be made.

Part E Acceptable Use Policy (AUP)

42.0 This AUP sets out our policy for the acceptable use of our Service(s). We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this AUP.

General

42.1 Clauses 42.2-42.12 apply to all of our Service(s).

Acceptable Use

42.2 Subject to the following paragraphs, our Service(s) may only be used for legal activity that is in furtherance of your business aims, subject to payment by you of the appropriate charges.

Unacceptable Use

42.3 Our Service(s) may not be used:

- (a) For accessing, retrieving, creating, displaying, transmitting, storing or otherwise treating (other than for properly supervised and lawful research purposes) images, text, data or other material capable of being resolved into such images, text, data, material, or sounds (including voice traffic) which is obscene, indecent, abusive, menacing or offensive or otherwise contravenes generally accepted standards of good taste and ethics;
- (b) For creating, transmitting or storing material that is designed or likely to cause annoyance, inconvenience or needless anxiety;
- (c) For creating, making or attempting to create or make, false or hoax calls to emergency services;
- (d) For transmitting or attempting to transmit any material in violation of export control legislation or regulation;
- (e) For creating, transmitting or storing defamatory, slanderous or libellous material;
- (f) For transmitting, using, making available, copying, broadcasting, storing or publishing in whatever form any data, information, material or statement which infringes the intellectual property rights of any person or legal entity;
- (g) For transmitting unsolicited commercial or advertising material in breach of the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), or of any other applicable legislation and regulation;

(h) For attempting or establishing unauthorised access to, or facilitating a breach in the security devices of machines resources or networks, or interfering with service to any user, host or network (referred to as "Denial of Service" or "DoS" attacks), network scan or other possible hacking activities without the prior consent of the owner of that machine, resource or network.

(i) For deliberate activities with any of the following characteristics: corrupting or destroying other users' data; violating the privacy of other users; and other misuse of our systems or networks, such as for the introduction of "viruses";

(j) In any instance where such use is likely to cause damage or injury to person, property or business may occur if any error occurs, and you assume all risk for such use;

(k) In any way that, in our reasonable opinion, is likely to affect the quality of any Service(s) we supply to you or others.

(l) For the purposes of penetration testing by you or by any authorised or unauthorised third party, against equipment provided by us, unless express permission has been provided to you in writing by Syntura to allow a penetration test to take place on a confirmed date by an authorised party at least two (2) business days prior to the penetration test.

(m) For the purposes of: making nuisance and/or fraudulent calls or texts; mimicking the number of an existing company that is not you or your subsidiary or holding company (as defined in section 1159 of the Companies Act 2006); and caller ID spoofing, except lawful texts and calls made in accordance with clause 30.3 (d)

(n) For purchasing licenses which are used outside of their scope or terms

(o) For purchasing licenses which are resold or sub-licensed or distributed to parties who do not report the licenses to us when they are not eligible end users

42.4 Where our Service(s) are used to access another network, any abuse of the acceptable use policy of that network will also be regarded as unacceptable use of our Service(s).

Responsibility for Content

42.5 We are unable to exercise control over the content of information passing across our network, and accordingly we cannot take responsibility for material created on, or available through our Service(s), unless it appears on our own site. We do not monitor other sites, but when it is brought to our attention that sites on our network may be operating in breach of this AUP or any law, we reserve the right to monitor and take action against these sites, in which case we will co-operate fully with any relevant authority in bringing the misuse to an end. You will immediately remove any material that we feel contravenes this Policy or our Terms and Conditions upon being asked to do so. We and our third party suppliers exclude liability of any kind for the transmission or reception of infringing information of whatever nature.

42.6 We are not responsible for the content of websites linked to our own site. Such links are provided as navigational tools only.

42.7 The network and/or Services may only be used for lawful purposes by the Customer

42.8 You may not use any Service to send any offensive, indecent or harassing message to another user of the internet including any message which is offensive to people on the grounds of but not limited to gender, race, colour or religion.

42.9 You may not use any Service to send messages for the purpose of fraud and/or with the intention of committing a criminal offence.

42.10 You must ensure that your use of mailboxes does not adversely affect the proper functioning of our network and /or Services which your use of mailboxes receive large volumes of undeliverable mail and/or have forwarders set to other mailboxes where mail cannot be delivered, or have forwarders or auto-responders that generate circular loops.

42.11 If you run a mailing list using our Services, you should comply with Link Current Best Practice and all applicable laws. You are responsible for keeping records to show that each subscriber/end-user has given their consent to their inclusion on the mailing list.

42.12 You must ensure that any system you connect to the internet conforms to all applicable Internet Task Force (ITF) standards.

Clauses 42.13 – 42.18 impose additional obligations on users of Syntura Cloud Internet Services

42.13 You will not use the Service(s) to facilitate, publish send or cause to be sent or forwarded:

- (a) either large numbers and/or large messages, or a message irrespective of size at such frequency that it causes the recipient annoyance, and/or causes the recipient's mailbox to become unable to cope with the volume of email traffic directed at it and disables said mailbox. For the avoidance of doubt this prohibits the use of IP Multicast other than by means provided and coordinated by Syntura;
- (b) chain letters, unsolicited commercial or Bulk Email; or
- (c) malicious messages and/or viruses to cause annoyance or disrupt the use and enjoyment of another user's service whether a Customer of Syntura or some other service or online provider.

42.14 You will not cause any other user of our Service(s) or any other provider to be subscribed to a mailing list or other service without that user's prior consent.

42.15 You will not create or produce a header or document that shows any message as originating from anywhere other than its true point of origin, or that causes replies to any message to be directed to a machine to which you neither have a right nor permission to cause replies to be directed.

42.16 You will not use your own personal or corporate website to publish or distribute spamming software, lists of personal or corporate email addresses (except where each and every addressee has given their express permission) or any personal data, except where such data is in strict accordance with the Data Protection Legislation, and all other applicable regulation and legislation.

42.17 You will not use unsolicited email messages or cause such to be used in order to draw attention to, promote, or otherwise advertise your website.

42.18 We may suspend one or more of your services if it is the repeated target of a Denial of Service/DoS attack or similar attack. The provisions of this clause will be enforced whether it is a direct or indirect result of your actions. If you receive three or more attacks against a product or service with no DoS protection hosted by us then it may be necessary on occasion to terminate your services with us. Protection against DoS attacks may be offered as an additional extra for some or all of your products and services with us. This protection is not a guarantee that your products or services will not be affected by such attacks. This protection is limited exclusively to bandwidth DoS attacks and not service or OS level attacks

Part F Fair Usage Policy

43.0 By Accepting our General Terms and Conditions, you agree to be bound by our fair usage policy for broadband services. We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this Fair Usage Policy.

General

43.1 This Policy is created to ensure that your broadband service (ADSL, FTTC) is fast and reliable whenever you use it. Some of our broadband customers use peer-to-peer technology (P2P) or file sharing software which allows users to download large files including music and videos on a daily basis. This file sharing technology uses up lots of bandwidth leaving less available for you and other users which results in a much slower service especially at peak times. You are unlikely to be affected by this policy if you are not using this file sharing software or downloading large files. If Syntura feels your usage is heavy or excessive especially at peak times of the day, Syntura may do one or more of the following things by notice in writing:

- (a) reduce the transmission speed of your broadband while we continue to monitor your usage;
- (b) impose a monthly cap on your use of the broadband service which you may not exceed;
- (c) limit your use of the broadband service with other users in the same excessive usage category as you;
- (d) reduce your quality of service;
- (e) suspend our Agreement or the broadband service with you; or
- (f) terminate our Agreement or the broadband service with you.

Where possible, we will suggest some immediate steps we would like you to take including asking you to refrain from up-or-downloading large files at peak times.