

## Stream Networks Terms of Service Provison

The customer acknowledges that “ADA StreamNET, Stream Networks or StreamNET” is a trading name used by Stream Networks Ltd. Stream Networks provides the telecommunications network facilities underlying the services provided by Stream Networks and nominated providers it may choose. The use of Stream Networks telecommunications network facilities is subject to the following terms, breach of which may result in suspension or termination of the Customers right to use the service:-

1. Our services are offered on an on-going basis with all payments due in advance of any service. All services are deemed contracted for a minimum of 12 months from registration or as per the individual service customer requirement form whichever is longer and thereafter are automatically renewed for a minimum of 12 months unless cancelled by either party giving a minimum of 3 month notice irrespective of payment period. Any cancellation costs incurred by Stream Networks in ceasing services will be passed on to the customer. All customer cancellations must be completed using Stream Networks official cancellation paperwork and emailed to [cancellations@stream-networks.co.uk](mailto:cancellations@stream-networks.co.uk). Cancellations will not be accepted in any other format. Subject to Stream Networks’ discretion, charges are not refundable. Stream Networks reserves the right to change or amend their prices without notice.
2. The Stream Networks network may only be used for lawful purposes by the Customer at the sites specified in the Registration Form Transmission. Any material transmitted through the Stream Networks network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the Customer was aware of the content of the material or of the relevant law.
3. The Customer shall be issued with a password to access the services and shall take all reasonable steps to keep such password private and confidential and ensure that it does not become known to other persons. If the password becomes known to any other person, the Customer will immediately inform the provider and the password will immediately be changed. The provider or Stream Networks may change the Customers password from time to time at their discretion without prior notice.
4. The Customer shall not use the services: for transmission of computer viruses: for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or news groups: in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, but not limited to any intellectual property rights).
5. The Customer acknowledges that Stream Networks is unable to exercise control over the content of any information passing over the Stream Networks connection and or Stream Networks network. The Customer further acknowledges that Stream Networks hereby excludes all liability in respect of any transmission or reception of information of whatever nature.
6. The Stream Networks network may be used by the Customer to access other networks world-wide and the Customer agrees to conform to any acceptable use policies of Stream Networks and any such other networks. In addition the Customer undertakes to conform to any published Internet protocols and standards: RFC1009, RFC1122, RFC1123 & RFC1250 and future protocols and standards. In the event that communications by the Customer do not conform to these standards, or if the Customer makes profligate use of the Stream Networks network to the detriment of Stream Networks or any other Stream Networks Customers, Stream Networks reserves the right to restrict passage of the Customers communications until they give a suitable undertaking as to use.
7. The Customer agrees to indemnify and hold Stream Networks harmless from any claim brought by third parties, alleging the use of Stream Networks by the customer has infringed any right of any kind applicable in the UK or by International legislation and regulation. The Customer shall defend and pay all costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded

against Stream Networks arising from such claims. Furthermore the Customer shall provide Stream Networks with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance to defend such claims at the Customers sole expense.

8. Without prejudice to the foregoing, Stream Networks considers that any applications which transmit live video, live audio, or make similar traffic demands across the Stream Networks network by whatever means, constitute making profligate use of the Stream Networks network and as such are not permitted. Use of IP Multicast, other than by means provided and co-ordinated by Stream Networks, is also prohibited.
9. The customer undertakes not to assign, re-sell, sublease or in any other way transfer the Stream Networks connection. Contravention of this restriction successful or not will result in the termination of the service by Stream Networks, in which event the Customer is liable for a termination fee. If the customer is a duly authorised current Channel Partner of Stream Networks then the resell restriction of this clause does not apply.
10. Any condition or warranty that may be implied or incorporated within this contract, by reason of statute or common law, is hereby expressly excluded so far as maybe permitted by law. While Stream Networks will use all reasonable endeavours to provide a prompt and continuing service, it will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond the control of Stream Networks or by errors or omissions of the Customer. In no circumstances whatsoever, will Stream Networks be liable for economic or consequential loss. Stream Networks specifically excludes any warranty as to the quality or accuracy of information received through the services, further Stream Networks cannot be held liable for the actions of any 3rd Party using the service.
11. Where Stream Networks provides added value services to its existing services in particular but not exclusively 'anti-virus' products for electronic mail Stream Networks will not be held responsible for any consequential loss or damage for the failure of these services to operate to specification. In the case of failure of these added value services it is expected that the customer will have taken steps to implement contingency plans to protect its business from the effects of these Stream Networks added value services not functioning to specification or not being available.
12. Where Stream Networks provides hosting services the customer agrees that any equipment hosted by Stream Networks shall be treated as security for the payment by the customer for goods and services provided or to be provided under its hosting agreement.
13. Where Stream Networks manages the renewal of a domain with the appropriate domain licensing authority on behalf of the customer Stream Networks will take responsibility for notifying renewal and maintaining connectivity to all other services associated with that domain. Where the customer renews the domain directly with the appropriate domain licensing authority Stream Networks will not be held responsible for services associated with that domain including the continued availability of the domain. Further domain names in the .uk namespace are also subject to Nominet's Terms and Conditions.
14. Stream Networks shall retain full ownership of and title to all equipment, software, or services (Goods) ordered by the customer and delivered to the customer or any part thereof unless and until the customer has paid all sums owing to Stream Networks. In addition where services are subject to a transfer fee or other fixed charges such as domain names then no transfer or action will occur until the customer has settled in full all outstanding commercial matters with Stream Networks.
15. Stream Networks reserves the right to alter these Terms and Conditions from time to time. The current Terms and Conditions applicable are those published on the Stream Networks web pages. By continuing to accept service from Stream Networks the customers is deemed to be bound by the current Terms and Conditions. Where possible Stream Networks will give advanced notice of changes to Terms and Conditions.
16. By accepting or using the service and or Stream Networks has supplied goods the customer is deemed to have accepted these Terms and Conditions.

17. This contract is governed and construed in accordance with English Law.