

Terms and Conditions for Satellite Broadband Service Supplied by Broadband Wherever

This site www.broadbandwherever.net is operated by Broadband Wherever Ltd. These terms apply to all transactions with our company whether placing your order directly on this site, by phone or by post. By using this site and the services provided, you hereby agree to and accept the following terms of use.

1 Definitions

In this document, these words have the following meanings:

We and **us** refers to Broadband Wherever Ltd, incorporated in England (Company registration number 5730401), which has its registered office at Old Forge House, Cricket Green, Hartley Witney, Hants RG27 8PZ

You refers to you, the customer;

Agreement refers to these terms and conditions and the contents of any corresponding order form or registration form;

Satellite Broadband Service means the service that allows you to access the Internet via Satellite

Services, any services accessible over the internet, the Broadband Satellite Services and any other services used by you and provided by us;

Dealer/Installer is the person who installs and fits the Equipment;

VSAT equipment is the satellite receiver dish, and associated electronic components.

Equipment means:

- (a) The satellite receiver dish VSAT equipment; and
- (a) Any upgrades to this model in circumstances where an upgrade has been supplied to you; and
- (b) The items of hardware and associated equipment set out in clause 1(i); and
- (c) Any other items with which we make available to you;

Working Days means all days other than Saturdays, Sundays Public & Bank holidays in the country in which you use the Equipment.

2 Start of the agreement

- (a) This Agreement begins upon proof of connectivity by one of our dealer/installers and the signing of the Certificate of Delivery and Acceptance and Schedule of Equipment. We may at our sole discretion reject your request for the Satellite Broadband Service. Where we agree to your request, we will connect you to the Satellite Broadband Service as soon as we can. In general this will mean immediately. Your Dealer/Installer can undertake activation. You are deemed to accept these conditions when you first use the Services, for example, when you first access the Internet.

- (b) The duration of this Agreement will be for a minimum of 24 months from the date of activation as detailed in clause 2 (a). At the end of this period you may leave the service giving 30 days written notice to us (further details about leaving the service are set out in section 7 "Ending this Agreement").

Equipment

- (c) As part of our Services, we will supply to you the Equipment listed below at (i). The Equipment shall remain at all times our property if you have rented the VSAT equipment from us (or of members of our group of companies) and you will be liable to us and shall indemnify and keep us indemnified for any loss or theft of the Equipment or any damage (except reasonable wear and tear) however and by whomever it may have been caused.
- (d) All risks associated with the Equipment shall pass to you upon delivery and it will be your responsibility to insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage. We shall have responsibility for repair or replacement of our Equipment except that you accept responsibility for cost of repair or replacement of our equipment when the damage or problem has been caused by negligence, misuse, abuse, or violation of terms of this agreement) Without exception, if you have rented the VSAT equipment from us you must return all Equipment to us when either you or we decide to end this Agreement under section 7. If you fail to return the Equipment you must pay us compensation in the sum of £2500 to compensate us for the loss of our property. Should the Equipment become lost, stolen or damaged for whatever reason during the period of this Agreement and before you return it to us if you have rented the VSAT equipment from us, you agree to notify us immediately.
- (e) If you have rented the VSAT equipment from us and when the Equipment is returned to us, it must be in good condition and in full working order. Otherwise, you shall be liable to us for the lesser of the compensation payment set out above, or in circumstances where (in our opinion) repair is reasonably feasible, the cost of repair.
- (f) If you have rented the VSAT equipment from us you also guarantee that on return, no other party besides us (or our agent or nominee) shall have rights of ownership, possession or use of any item of the Equipment or shall have any charge or other right or power over any item.
- (g) We may, at our option, nominate an agent or third party in place of ourselves to whom such Equipment should be returned, or compensation payment be made. The Equipment shall include:
- (i) 1st category (i) IDU (In Door Unit)
Complete provision of Satellite ODU and IDU
 - (ii) the VSAT model :
 - Antenna – dish
 - ODU (Out Door Unit) – component list:
 - A. HPC (High Power Up-converter)
 - B. LNB (Low Noise Block converter)
 - C. OMT (Othomode Transducer)
 - D. Antenna Feed Receiver
 - E. Feed Support Legs
 - 2 x IFL cable (Inner Facilities link) can be 60m without line-amps

(iii) We will also supply the following additional items:

- 75 ohm RF coax between IDU and ODU
- CAT 5 cable between PC and IDU
- Mounting kit for Antenna Standard Wall Mount
- Non-standard mounts to be charged as extra at time of installation.
- Broadband Wherever Ltd shall require, at minimum, return of indoor unit and may require return of remaining VSAT equipment subject to any agreement reached between parties.

(h) We provide you with the Equipment on the condition that you comply with your obligations under this Agreement. If you fail to comply with its terms, in particular but not only your obligations under clauses 3 or 4(b), or if we reasonably suspect that you have failed to comply, we shall have the right to demand that you return the Equipment to us and/or and remove the Equipment from your possession if you have rented the VSAT equipment from us. In such circumstances, you will permit us free and safe access to your premises and/or obtain any necessary landlord, building or occupier consents required for us to achieve the return of the Equipment.

Passwords

- (i) Upon registration and in order to access the Services, we may provide you with unique user-ID(s) and unique password(s). You are responsible for the security and proper use of all user-IDs and passwords and must keep them confidential and not disclose them to any third party without first obtaining written authorisation from us.
- (j) You must inform us immediately if (i) you suspect that any password in relation to the Services has or may have become known to someone who is not authorized to use it and/or (ii) you forget a password. Providing you satisfy any security checks as may be required, we will issue you with a new password(s).
- (k) If we suspect that there is likely to be a breach of security or a misuse of the Services we may change your password and will notify you accordingly.

Installation

- (l) The Dealer/Installer will arrange a convenient time with you for the initial site survey followed by the installation of the equipment, usually on the same day. You will be responsible for settling payment for the survey directly with Broadband Wherever Ltd, the cost of which shall be additional to the charges to be paid to us for the Services.
- (m) The Dealer/Installer is responsible for taking care when installing the Equipment and any damages to your property will have to be resolved with your Dealer/Installer.
- (n) The installers will have to work both internally and externally at your premises for which they will require access. Therefore, you agree to, at your own expense and in advance of installation:
- (i) Obtain all necessary consents including landlord, occupier and other buildings consents for both access and installation of the Equipment listed above, and for ongoing maintenance of such Equipment; and
- (ii) Provide full, free and safe access to relevant premises, and a suitable environment including all necessary cable ducts and electricity supply;
- (o) The installers will fit the equipment but will not configure your PC's or Network Configuration prior to finishing the installation, but will demonstrate a working system on the installers PC.

- (p) You must allow anyone accredited by us, on production of official evidence of identity and authority, reasonable access to your premises at reasonable times for the purposes of this Agreement and obtain any third party consents for such access where necessary.
- (q) Your installer will, where necessary, recommend that electrical grounding be undertaken. Where such is required it must be carried out in accordance with applicable laws and regulations. Failure to install effective grounding will, in some locations, constitute a breach of local building regulations so we urge you to ensure that such work is completed in accordance with applicable laws and regulations. Certified electricians should complete grounding work. The Installer will provide the VSAT cabling lead for grounding but may not be a certified electrician and therefore will be unable to complete the grounding work. Where the installer cannot complete the grounding work it is your responsibility to ensure that a certified electrician completes such work.
- (r) Broadband Wherever shall not be liable for any damages or losses whatsoever suffered by the customer or third party as a result of late or incomplete installation. The customer shall not terminate the contract on any ground solely on the basis of late or incomplete delivery.
- (s) If you, the customer, are not at home on the agreed date when we deliver the equipment, we reserve the right to charge you an additional fee for the redelivery or installation on any subsequently agreed dates.

3 Payment for the Services

- (a) The initial charges for the Services are those set out in this document and subsequently as published by us. Any additional fees and charges for using the Services must be borne by you where they are applicable.
- (b) Subject to passing a credit check, you will be billed immediately for the relevant purchase package. All equipment remains the property of Broadband Wherever until paid in full and relevant invoices are settled. Where the initial invoice for equipment & installation is not settled by the due date, we reserve the right to remove all equipment supplied, with or without prior notice to the customer.
- (c) With the availability of new services, we will tell you the charges for those services prior to you first accessing and using them.
- (d) We will send you an invoice every month, which could be by e-mail, facsimile or post for your access charges and for any Services used at any earlier time if they have not previously been charged for.
- (e) You must settle your bill by a method acceptable to us and within 14 days of the date of your bill. Any invoice overdue past 14 days of the invoice date is considered to be delinquent and the service may be interrupted. A reconnection charge of £25.00 will then apply. If you default in the payment of any monies due as and when they fall due following a period of 14 days from the date of invoice the amount unpaid shall bear interest from the due date until the payment is made in full (irrespective of whether the date of payment is before or after any judgment or award in respect of the same) at 3% per annum over and above Barclays Bank plc base rate from time to time. You agree that if you do not pay a bill on time you have broken this Agreement and Broadband Wherever Ltd may terminate this Agreement under 7(a)(i). All these rights are in addition to any other legal rights we may have against you, which we may also rely upon.
- (f) We can adjust the charges. We will use all reasonable efforts to give you notice by post, facsimile or e mail, or by some other direct means, before any such change to the charges occurs. If the change may be to your detriment, we will give you at least 30 days notice. Where we have increased our charges to you, you may cancel this Agreement by giving us 30 days notice in writing, however you are still liable for the balance on your account and any applicable device supplement.
- (g) All prices quoted are in the appropriate currency and are inclusive of VAT at the prevailing rate, unless otherwise stated

4 Providing the Services

- (a) We will use reasonable endeavors to maintain an always-available service. However, there may be factors we cannot reasonably control such as the weather or a failure on the part of a third party communications operator with whom Broadband Wherever Ltd has no contractual relationship. Broadband Wherever Ltd or its agents shall have no liability in these circumstances. In particular, we cannot take responsibility for access to third party websites and/or servers, while the operations of those are outside our reasonable control.
- (b) We make our Services available to you and to your [designated] employees or other users and supply to you the Equipment on the conditions that:
- (i) They are not used for anything illegal, immoral or improper;
 - (ii) They are not used to offend or create nuisance;
 - (ii) Only the Equipment or other items as may be supplied by us to use with the Equipment are used;
 - (iv) The Equipment, howsoever caused, is not lost, stolen or damaged;
 - (v) You give us any information that we reasonably request;
 - (vi) You follow all reasonable instructions we give you;
 - (vii) When attempting to use the Services, you are in range of the Satellite receiver [VSAT Model] forming part of a wireless network;
 - (viii) You or your employees/users do not re-sell, exchange, rent, hire, or permit access to the Services or the Equipment to anyone else or grant or attempt to grant any charges, liens or other rights, powers or interests over them;
 - (ix) You or your employees/users do not, nor permit any third party to, tamper or attempt to tamper with the Equipment, the software providing the Services or anything belonging to or used by us without our prior written consent;
 - (x) You or your employees/users do not, nor permit any third party to, to maintain or repair or attempt to maintain or repair the software providing the Services or the Equipment, without our prior written consent.
 - (xi) You or your employees/users do not use the Satellite Broadband Service to send or receive by any method any material that breaches another person's copyright or other intellectual property rights, or any other material that is illegal, obscene, indecent, fraudulent, libelous, harassing or that you do not have the right to transmit under any law, contract or other duty;
 - (xii) You or your employees/users do not use the Satellite Broadband Service to transmit knowingly or recklessly any material that contains software viruses or any computer code, files or programs designed to interrupt, damage, destroy or limit the operation of any computer software, hardware or telecommunications equipment;
 - (xiii) You or your employees/users do not disrupt any other person's use of the Satellite Broadband Service or any other service;
 - (xiv) You or your employees/users do not interrupt damage or impair any website or the Satellite Broadband Service in any way;

- (xv) You or your employees/users do not hack into or attempt to hack into our systems or try to get round any security safeguards.

Notification of designated employees to Broadband Wherever Ltd does not remove your obligation to monitor and keep secure the use of passwords for access.

You acknowledge and agree that if you (or your employees or other users, where applicable) break any of the conditions set out in this clause 4(b) that you have broken an important condition of this Agreement and we shall have the right to end this Agreement under clause 7(a)(i) and you hereby indemnify and agree to keep to indemnified us and all members of our group in respect of any breach by you, your employees, or other users of the Equipment supplied to you of the terms of this clause 4(b).

Maintenance services

- (c) Only Broadband Wherever Ltd or our authorized agents may provide maintenance and repair services for the Services and the Equipment Charges may apply where the problem has been caused by misuse or abuse of the equipment by you or someone acting on your behalf or within your control.

5 Liability

- (a) We are legally responsible to you only as set out in this Agreement.
- (b) Nothing in this Agreement shall remove or limit our liability, or the liability of anyone who works for us, for:
 - (i) Death or personal injury caused by negligence;
 - (ii) Fraud;
 - (ii) Anything, which cannot be excluded by law.
- (c) Our entire liability to you for something we or anyone who works for us does or does not to do in respect of breach of contract, negligence or pre-contractual misrepresentation will be limited to the lower of the value of any direct losses you incur or:
 - (i) £10,000 for damage to property;
 - (ii) £5,000 for all other losses which are not excluded by clause (d) below;
- (d) We are not liable to you in any way for any indirect, consequential, incidental losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by you.
- (e) We are not liable to you in respect of any products or services you order from other companies (including other Broadband Wherever Ltd companies) using our Services.
- (f) We will not be liable for any loss as a result of the suspension, disconnection or unavailability of the Services, which occur in accordance with the terms of this Agreement.
- (g) We will not be liable to you if something beyond our reasonable control prevents us carrying out our duties or providing any of the Services.
- (h) You must tell us about any claim as soon as reasonably possible.
- (i) This section 5 will apply even after this Agreement has ended.

6 When we may suspend or disconnect the Services

(a) We may at any time:

- (i) Temporarily suspend the Services for repair, maintenance or improvement of any of its systems wherever located, or temporarily provide replacement Services or Equipment of a similar functionality to those previously supplied; or
- (ii) Give you instructions on how to use the Services (which you agree to comply with until) where we reasonably consider such instructions in the interests of safety, or the maintenance of service quality to its other customers

Before doing either of these things we will give as much notice as is reasonably practicable in the circumstances and will restore the Services as soon as reasonably practicable after suspension.

(b) We may suspend our service without warning:

- (i) In an emergency;
- (ii) When we are required to by a third party network provider whose system we use;
- (iii) When we are required to by the police or security services or other party who may have legal authority to make such a request;
- (iv) If you, your employees/users, or anyone you or your employees/users allow to use the Services, does not keep to the conditions of this Agreement, or any other agreement with us;
- (v) If you, your employees/users, or anyone you or your employees/users allow to use the Services damages the items supplied such as the hardware or software which is necessary to operate the Satellite Broadband Service or put it at risk, or abuse or threaten our staff;
- (vi) If you, do not pay all amounts due by the due date to Broadband Wherever Ltd

(c) We may charge to reconnect you to the Satellite Broadband Service where you or your employees/users either by yourself or through a third party, have caused or contributed to the suspension of the Services.

7 Ending the agreement

(a) Either of us can cancel this agreement immediately if any of the following happens:

- (i) The other breaks an important condition of this agreement or several less important conditions and (if it is capable of being put right) does not put it right within 14 days of written notice to do so;
- (ii) If the other is subject to bankruptcy, insolvency or any similar proceedings or, in the reasonable opinion of the party ending the Agreement, the other is unable to pay its debts;
- (iii) At the end of 24 months from the date we confirmed your request for activation of the Services, providing the canceling party gives 30 days written notice to the other unless the equipment and service is under a financial lease agreement where its terms dominate the duration of contract

(b) In addition, we may end this Agreement if suppliers of communications services to us no longer make such services available to us, providing we give you 30 days written notice.

(c) At the end of the Agreement you must pay any charges, which are outstanding.

- (d) At the end of this Agreement, you must return Equipment if you have rented the VSAT equipment from us in accordance with clauses 2(e)-(g) entitled " Equipment".
- (e) At the end of this Agreement, you will be disconnected and you will not be able to use the Services.

8 Use of the Satellite Broadband Service

- (a) You accept that at any time we may change or withdraw any element of the Satellite Broadband Service from time to time and will use all reasonable efforts to notify you of any necessary change in the Services.
- (b) We do not guarantee that the information and services you may obtain from the Satellite Broadband Service will be suitable for your purposes and requirements. You accept that the information and services you may obtain from the Satellite Broadband Service may not be complete, accurate, up-to-date or free from errors.
- (c) As a user of the Satellite Broadband Service, you accept that we do not control, endorse or censor the material made available by the Satellite Broadband Service and the World Wide Web. You accept that third party material could be illegal, misleading, offensive or deceptive. You use it at your own risk and subject to all applicable national and international laws and regulations.
- (d) We will try as far as is reasonably possible to keep the Satellite Broadband Service free from viruses, bugs and errors, but we do not guarantee that it will be free from infection or anything else that may damage your equipment or data. We will not keep any back-up copies of emails or other data belonging to you. We accept no liability for damage caused to your own equipment if you download software or other services.
- (e) We do not permit you or others to cause nuisance or inconvenience to us or to other users in any way. This includes hacking, Network sniffing or similar techniques, or sending unsolicited messages without reasonable cause, by spamming or using anonymous remailers or different servers, or other means. If you, your employees or other users of your Equipment send any such messages through the Satellite Broadband Service, you may be liable to criminal or civil action in either the UK or other appropriate jurisdictions, and we may suspend and disconnect your use of the Satellite Broadband Service.
- (f) If you deal with any third party or exchange material with that third party while using the Satellite Broadband Service, you accept that you are entirely responsible for such transactions, which specifically relate to your business and that third party. You acknowledge that such transactions are not part of this Agreement and are governed by a separate contract between you and the third party concerned. You should always check the terms of such a contract carefully.
- (g) You agree that if we stop the service to you, you will cease to use the Satellite Broadband Service and you will immediately return to us all the items supplied to you or, at our option, delete or destroy all software that we provided to enable you to access the Satellite Broadband Service
- (h) The platform operators may from time to time restrict applications which have a negative effect on the network. These include but are not limited to applications for Non-professional use, notably Peer to Peer applications such as Kaaza, WinMX and any other protocol liable to have the same effect on QoS.
- (i) On line gaming, such as war games are not playable of a satellite connection due to the latency of the satellite. Customers who purchase the equipment for this purpose will not constitute a right to cancel, and as such will not be entitled to any refunds.

9 Fair Use Policy (FUP)

- (a) The fair use policy (FUP) has been defined to enable a high quality internet access service via satellite with a consistent customer experience at any acceptable price. The implementation determines the management of the end user behaviour to prevent an unfair and unacceptable use of the network. All customers are therefore subject to the FUP prior to commencement, and during the lifetime of this agreement for their service.
- (b) The Platform Operator will measure the volume of inbound and outbound data generated by each customer VSAT. The generated volume measured is aggregate over a defined period, EG: the previous 30 days. This data volume is compared with the thresholds defined in the FUP. If the threshold has been reached, the service provider will reduce the speed of the customers VSAT, either in upload, download or both directions. The customer will share their allocated bandwidth with other users. This means heavy users may see a reduction on connection speed during peak periods. These restrictions will be removed once the aggregate volume for the defined period goes below the threshold.
- (c) The thresholds for the applications of speed restrictions to any individual customer depend on the service level purchased by the customer. It is the customer's responsibility to ensure they are fully aware of the relevant thresholds within the FUP for their chosen service level.
- (d) FUP policies and restrictions are governed and controlled solely by the Platform Operator and Broadband Wherever Ltd cannot be held accountable for restrictions applied to a customer VSAT due to over usage against service level requested. The customer cannot hold Broadband Wherever Ltd accountable for changes in the threshold limits applied to each service level by the platform operator.
- (e) In certain circumstances whereby business activities mean large amounts of data will be transferred in a short period of time the customer will be given the opportunity to purchase additional bandwidth allocation at the rate of £15.00/1GB, and have speed restrictions lifted for the relevant time frame.
- (f) For customer s who find themselves sharing the bandwidth allocation for more than two consecutive defined periods, will not be given the option to purchase "one off" additional bandwidth allocation. They will be given 30 days written notice, to advise their account will be automatically increased to the next service level, and subscription charge.

10 Right to Cancel

- (a) You the customer have the right to cancel your contract either before installation, or up to seven days after the installation/activation have taken place. This must be done in writing, email or fax to our main contact office.
- (b) If you cancel your order after the goods have been delivered/installed the customer will be liable for the full cost of collection. As we may offer subsidies or special offers on hardware & installation, the collection charges may be more than you paid for initial delivery. It is the customer's responsibility to confirm any charges involved prior to arranging collection. These charges will be deducted from any refunds due.
- (c) Were you cancel your order any refunds due will be processed on full receipt of the goods at our office, and once testing and inspection is complete. Any goods deemed to be damaged or faulty will result in deductions equivalent to reduction in value of the good supplied.
- (d) Were the terminal has been activated prior to any cancellation the customer will be liable for any activation fees, and service supplied before the cancellation, with a minimum term of 3 months service, which will be deducted from any refunds due.

11 Intellectual property rights

- (a) You acknowledge that material including (but not limited to) text, software, clips, video clips, Photographs/images, graphics, logos, adverts or other data, whether contained in sponsor advertisements or presented to you through the Satellite Broadband Service, is protected by copyright, trade mark, service mark, patent or other proprietary rights and laws. This material may be owned by us or by third parties.
- (b) You acknowledge that you are permitted to use the above material, which is presented by the Satellite Broadband Service to enable you to use Services. You may not, save as is reasonably necessary to make use of the Services, copy, reproduce, distribute, publish or make any commercial use of anything obtained while using the Satellite Broadband Service.
- (c) You may from time to time transmit material or content through the Satellite Broadband Service. You acknowledge that as an Internet service, whilst we take all reasonable steps on our network to ensure its security, such security cannot be guaranteed and third parties may gain access to your material. You acknowledge that for the purposes of providing you with the Services we may require the right to copy, reproduce, modify and adapt your material and accordingly you grant a free, irrevocable, worldwide license for us to do this.

12 General

- (a) Changes to terms and conditions: We may change these terms and conditions if new laws or rules make it necessary or for any other good reason. If we do this, we will notify you by providing your Dealer/Installer with a new version of the terms and conditions. Furthermore, we will also update the terms and conditions, which are available from our customer experience center.
- (b) Concessions: Any concession or extra time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this agreement in any other way.
- (c) Law: English law will apply to this agreement and you and we agree to the exclusive jurisdiction of the English courts.
- (d) Legal effectiveness: If a clause or condition of this agreement is not legally effective, the rest of this Agreement remains effective. We may replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.
- (e) Disclosure of information about you: We may use credit reference agencies to help us make credit decisions or for protection against fraud. You agree that we may register information about you and the conduct of your account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, we may disclose information about you and the conduct of your account to debt collection agencies, security agencies or financial institutions. We may also pass your details to third parties if we sell or transfer our business, to ensure that you continue to receive an access to the Internet.
- (f) Please see our Privacy Policy for details of how we will use any personal information, which we may collect. If, in connection with any of the Services, we act as a "data processor" of any information you give us, and you act as a "data controller" (as such terms are defined in the Data Protection Act 1998), we will, in relation to that information: (i) act on your instructions only; and (ii) comply with obligations equivalent to those imposed on a data controller under the Data Protection Act 1998 relating to security or applicable equivalent legislation.

