

These conditions and the frontsheet together with the Acceptable Use Policy ("AUP") attached set out the terms and conditions governing your use of the Internet Access Service supplied by THUS plc, whose registered office is 1-2 Berkeley Square, 99 Berkeley Street Glasgow G3 7HR, Scotland (Company No. SC192666) ("THUS").

Internet Leased Lines

Terms and Conditions

The AUP and the frontsheet of this Agreement are an integral part of this Agreement and, unless otherwise expressly stated, all references to this "Agreement" include reference to the AUP and to the frontsheet. This Agreement explains THUS' responsibilities to you and your responsibilities to THUS and to other users of the Service ("Users"). The AUP in particular outlines what we consider to be unacceptable use of the Internet by our customers so that we can take appropriate steps against abusers of the Internet. A copy of the AUP is attached to the back of this Agreement.

Please ensure you read this Agreement carefully. If there is anything you do not understand, please feel free to phone the Customer Service Centre on: **0800 0270 000**. Please indicate your acceptance of the provisions of this Agreement by signing the frontsheet.

1 DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

"**Agreement Date**" means the earlier of (i) the date this Agreement is signed by the second party or (ii) the date on which THUS accepts an order or instruction from the Customer requesting the provision of Service;

"**Authorised User**" means, in relation to C-Billing, the individual(s) appointed by the Customer as responsible for the payment of the THUS online invoices and as granted access rights to the Customer's C-Billing;

"**C-Billing**" means the online data access services provided, at the discretion of THUS, to the Customer to enable the Customer to access via the Internet the Customer's current and accumulated twelve (12) months of historic invoices, as derived from financial systems, and providing electronic billing facilities;

"**Commencement Date**" means the date from which THUS provides the Service to you;

"**Contract Term**" means the period set out in this Agreement for which you contract to receive the Service;

"**Customer Apparatus**" means any apparatus situated at the Customer Installation Address, not being Equipment, and used by you in conjunction with the Equipment in order to obtain the Service;

"**Customer Installation Address**" means the customer location at which the Services are to be provided as set out in the frontsheet of this Agreement;

"**Domain Name(s)**" means any name(s) registered with an Internet registration authority by THUS for use as part of any of your URLs;

"**Equipment**" means any routers, line terminating units and other equipment (including but not limited to cabling, ducting and any software) provided to you by THUS for the provision of the Service, which is and will remain at all times the property of THUS;

"**Initial Period**" means the initial period of twelve (12) months from the Commencement Date;

"**Internet**" means, in relation to C-Billing, the interconnected system of networks that connects computers around the world through an established protocol enabling the transmission and exchange of electronic information and data;

"**Internet Standards**" means the protocols and standards defined in the following Internet documents: RFC1009, RFC1122, RFC1123, RFC1250 and RFC1918 and any other such future protocols and standards as appropriate;

"**LoginID**" means, in relation to C-Billing, the login identity allocated to each Authorised User by THUS;

"**Service**" means the Internet service connectivity, domain name and IP addressing services as described in the frontsheet of this Agreement;

"**Standards of Service**" means the standards of service relating to the Service as set out in the Standards of Service documentation provided with this Agreement. For the avoidance of doubt these do not form part of this Agreement;

"**THUS Network**" the telecommunications system and network operated by THUS under the licence or permission granted to THUS as amended from time to time and the points of presence, network hubs and host computers owned or operated by THUS or THUS authorised contractors or agents;

"**URL**" means a uniform resource locator, which is the full address for the Customer's web site on the World Wide Web and which incorporates the Domain Name(s); and

"**you**" and "**your**" means the customer as described in the frontsheet of this Agreement.

2 PROVISION OF SERVICE

2.1 The provisions of this Agreement are not binding on THUS unless and until THUS confirms acceptance in writing of your order. THUS reserves the right to decline any application to subscribe to the Service in its sole discretion.

2.2 THUS shall use reasonable endeavours to provide the Service from the Commencement Date and in accordance with any quoted installation times. However, installation times may be subject to change pending the outcome of a site survey and may delay the Commencement Date.

2.3 THUS shall provide the Service to you during the term of this Agreement but THUS does not guarantee that the Service will be error-free or uninterrupted. The Standards of Service do not form part of this Agreement but sets out certain standards of service we will seek to provide in respect of the Service.

2.4 You shall, at all times, comply with the AUP. The AUP provided with this Agreement is the current version, however THUS reserves the right to amend the AUP at any time in the interests of good business practice and/or to comply with a change in law or regulation.

2.5 On acceptance and confirmation by us of your application for the Service, we will allocate personal identifiers, including an account number, to you on the following terms:

2.5.1 It is your responsibility to keep them safe and not disclose them to any third party;

2.5.2 You are responsible for all use of the Service accessed via these personal identifiers (including, without limitation, all charges incurred and any breaches of this Agreement) even where the Service is not actually used by you but by a third party using the personal identifiers;

2.5.3 You will immediately notify THUS if any unauthorised third party becomes aware of the personal identifiers; and

2.5.4 THUS reserves the right to suspend access to the Service if at any time it considers that there is or is likely to be a breach of security.

2.6 THUS may temporarily suspend the Service for the purpose of repair, maintenance or improvement of any of THUS' facilities which are necessary to provide the Service, or vary the technical specification of the Service for operational reasons subject to THUS giving you as much on-line, written or oral advice as is reasonably practicable in the circumstances, and restoring the Service as soon as reasonably practicable after such temporary suspension. THUS shall act reasonably in carrying out any such suspension or variation. You will remain liable to pay all charges during such period of suspension.

2.7 While THUS will use all reasonable endeavours to provide a prompt and continuing Service in accordance with its obligations in this Agreement, you are responsible for insuring yourself against all loss resulting from damage to or loss of data stored or transmitted upon the Service or the THUS Network.

2.8 You agree that it is your responsibility to adopt appropriate security measures for the protection of computer systems and, as a result, THUS will not be liable to you for any loss or damage that you suffer as a result of any virus or other hostile computer program being introduced into your computers or computer systems as a result of your use of the Service and/or the THUS Network.

3 YOUR DETAILS

3.1 To order the Service you need to supply us with certain personal information or data. Both parties agree to comply with applicable data protection legislation. However, it is your responsibility to keep the personal data that you provide to us up to date. We may send notices or other information to you at the address you give us. We will not pass these details to other companies without your express prior written consent.

3.2 You confirm that it is your obligation to inform your employees of the processing of data by THUS pursuant to this Agreement and to ensure that employees have given their consent to such processing in accordance with applicable data protection legislation.

3.3 You may at any time give THUS written notice that you do not wish THUS to process data but this right will only apply in relation to any data not necessary to THUS in order for us to carry out the Services.

3.4 You warrant and undertake to us that all of your personal data and contact details are accurate and complete.

3.5 If you breach any of this Agreement or otherwise jeopardise or compromise the integrity of the THUS Network, we may take whatever steps we consider appropriate and proportionate in order to investigate and resolve any such matter. Without limitation, you authorise us to use your personal data and other information relating to your use of the Service in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.

3.6 You may be subject to a standard credit check. The information that you provide may be disclosed to a licensed credit reference agency, which will retain a record of the search, and you authorise us to make such disclosures.

4 CHARGES

- 4.1 The charges for the Service are set out in the frontsheet of this Agreement. You shall pay either annually in advance, quarterly or monthly in advance for the Service as set out in the billing frequency section of the frontsheet. All invoices, whether issued in writing or made available on C-Billing at the discretion of THUS, are payable within five (5) days of the date of the invoice. THUS may issue or make available the first invoice for the Service prior to the Commencement Date.
- 4.2 THUS reserves the right to increase the fees for the Service from time to time if this Agreement continues beyond the Contract Term. Details of any such increase shall be posted in accordance with Clause 13 of this Agreement.
- 4.3 Without prejudice to any other rights of THUS, THUS reserves the right to charge interest on overdue amounts (under this Clause or any other Clause) from the date on which payment thereof was due, to the date on which it is made (whether before or after judgment) on a daily basis at a rate of 4 % per annum over the base rate from time to time of Barclays Bank plc. You shall reimburse to THUS all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Interest shall continue to accrue and costs and expenses shall continue to be reimbursable after the termination of this Agreement for any reason.
- 4.4 If at any time before or during the term of this Agreement you fail to meet the standard of creditworthiness deemed acceptable by THUS from time to time, THUS shall be entitled:
- 4.4.1 to require you to make such regular instalment payments in advance on account of any future charges as THUS shall deem necessary; and
- 4.4.2 to impose such other measures on your right to use the Service as THUS shall reasonably deem necessary. In the event that you do not act in accordance with THUS' instructions as provided in this Clause 4, THUS shall be entitled to terminate this Agreement immediately.

5 WARRANTIES

- 5.1 Except as expressly set out in this Agreement, all conditions or warranties which may be implied or incorporated into this Agreement by law or otherwise are hereby expressly excluded to the extent permitted by law.
- 5.2 Subject to Clause 2.3, THUS will use reasonable endeavours to ensure that all Services provided to you under this Agreement:
- 5.2.1 will comply with the description as set forth in THUS' published information relating to the Services and the Standards of Service as at the date of this Agreement; and
- 5.2.2 will comply with all laws, rules, regulations, decrees and other ordinances issued by any government, state or other competent authority relating to the Services and its obligations under this Agreement; and
- 5.2.3 will be provided by THUS, and will remain through the term of this Agreement, free from encumbrances.

6 EQUIPMENT

- 6.1 The Equipment shall at all times remain the property of THUS and form part of the THUS Network, notwithstanding that it may be situated at the Customer Installation Address or affixed thereto.
- 6.2 Notwithstanding Clause 6.1, you are responsible for Equipment while it is located at the Customer Installation Address and will only use it in accordance with the terms of this Agreement. You may not tamper with, alter or add to the Equipment. THUS will not be liable for any repairs of the Equipment other than those arising from correct and proper use. You shall be responsible for all loss, damage or destruction to Equipment while it is situated at the Customer Installation Address, except where such loss, damage or destruction is caused by the fault or negligence of THUS.
- 6.3 You shall refrain from altering, adjusting or interfering in any way with the Equipment unless THUS has given its written consent (such consent not to be unreasonably withheld).
- 6.4 THUS shall have the right to modify or replace the Equipment or any part thereof provided that such modification or replacement is carried out at THUS' expense and does not impair the provision of the Services.
- 6.5 THUS represents and warrants that the Equipment will not infringe or misappropriate any third party patent, copyright, trade secret or any other intellectual property right or any other right whatsoever of any third party and shall comply in all respects with any law or legal requirement applicable thereto.
- 6.6 THUS shall be responsible for the installation and maintenance of Equipment.
- 6.7 You warrant that you own or have a valid lease or licence to occupy the Customer Installation Address and have obtained any necessary consents and/or wayleaves from your landlord, where appropriate, in connection with the installation and location of any Equipment. You shall ensure that the Customer Installation Address has suitable accommodation, foundations and suitable AC electricity supply which must be available within 3 metres of the required installation point at the Customer Installation Address in relation to the Services.
- 6.8 You shall permit, or procure permission for THUS, and any persons authorised by THUS to have free and safe access to the Customer Installation Address at all times in order to inspect, install, repair, maintain, replace or remove the Equipment from one day after you place your order and during the currency of this Agreement or, for the purpose of removing the Equipment, during the period of three months following its termination howsoever occasioned on dates to be set by THUS. If the Customer Installation Address cannot be accessed, you may be subject to further charges and the Commencement Date or termination date of the Services may be delayed.
- 6.9 On request by THUS, you shall provide THUS with information concerning the specifications and signalling of any Customer Apparatus and any other information THUS reasonably requires in order to install Equipment and provide the Services. Where reasonably necessary, you shall provide THUS with relevant technical personnel to facilitate the installation and maintenance of the Equipment by THUS at the Customer Installation Address.
- 6.10 You shall at your own expense modify the Customer Apparatus in accordance with the instructions of THUS, provided that such modifications are necessary to enable THUS to provide the Services.
- 6.11 You shall be responsible for ensuring compliance with all statutes and other regulatory requirements relating to the Customer Apparatus.

7 SECURITY

You must implement and adhere to the AUP. You must maintain the configuration established by THUS in relation to internal security mechanisms designed to protect the integrity of the Service. You agree to indemnify THUS against any loss or damage whatsoever to THUS caused by a breach of this Clause 7 and agree to pay for any remedial action required to be taken by THUS to your Service as a result of any action taken by you in breach of this Clause.

8 DOMAIN NAME(S) REGISTRATION SERVICE

- 8.1 Where the Service includes registration of one or more Domain Name(s), you agree to be subject to the Domain Name(s) Registration Service Conditions of Use. Demon reserves the right to amend and/or update the Domain Name(s) Registration Service Conditions of Use from time to time; we attach the current version, you can always find the most up to date version at: <http://www.demon.net/helpdesk/aup/domains.shtml>.

9 RIGHTS IN AND USE OF SERVICE

- 9.1 All title, interests and rights (including but not limited to ownership and intellectual property rights) in the Service shall remain in THUS and/or its suppliers. You acknowledge such title, interest and rights and shall not take any action to jeopardise, limit or interfere in any manner with THUS' or its suppliers' title, interests or rights with respect to the Service, including, but not limited to, the use of THUS' trade marks or trade name.
- 9.2 Title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable law. The licence granted under this Agreement does not give you any interests or rights in such content.
- 9.3 You are responsible for all information created, maintained and designed by you which is transmitted using the Service.
- 9.4 THUS reserves the right to monitor your use of the Service. You acknowledge and agree that THUS is under no obligation to monitor or approve the use of the Service and/or the THUS Network and you agree to use the Service in accordance with the terms of this Agreement. As a result, and notwithstanding any other provision of this Agreement, you agree to indemnify and keep indemnified THUS from any claim brought by a third party resulting from your use of the Service and/or the THUS Network, including but not limited to infringement of any intellectual property right of any kind, legislation or regulation. You agree to pay all costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded against THUS arising from such claims, and will provide THUS with notice of such claims, full authority to defend, compromise or settle such claims and all reasonable assistance necessary to defend such claims, at your sole expense. The provisions of this Clause shall survive the termination of this Agreement.
- 9.5 You may use the Service to link into other networks worldwide and you agree to conform to the acceptable use policies of such networks. In addition, you undertake to conform to the Internet Standards. If communications by you do not conform to these standards, or if you make profligate use of the THUS Network or the Services to the detriment of THUS or its customers, THUS reserves the right to restrict the passage of your communications until you give THUS an acceptable undertaking as to use.
- 9.6 If anyone other than you uses the Service with or without your knowledge or approval, in contravention of Clauses 7 and 9, the Company can treat the contravention as a breach by you of this Agreement.

10 RESTRICTIONS

- 10.1 Except as otherwise expressly permitted in this Agreement, you shall not:
- 10.1.1 redistribute, encumber, sell, rent, lease, sub-licence or otherwise transfer rights to the Service to any third party, whether in whole or in part;
- 10.1.2 use the Service for any purpose other than in accordance with this Agreement;
- 10.1.3 use the Service in breach of any reasonable and lawful instructions THUS may give to you from time to time which are reasonably necessary in the interests of health, safety or the quality of the Service to you;
- 10.1.4 use the Service to cause annoyance, inconvenience or needless anxiety or to send or provide unsolicited advertising or promotional material;
- 10.1.5 use a Domain Name or URL which infringes the rights of any person in a corresponding trademark or name, whether in statute or in common law;
- 10.1.6 reverse engineer, decompile or disassemble the Equipment.
- 10.2 THUS reserves the right to disconnect or require you to disconnect any Customer Apparatus which affects THUS' ability to provide the Service or causes damage or threatens to cause damage to the THUS Network and/or Equipment. Save in the event of what THUS in its sole discretion determines as an emergency, THUS shall inform you of the effect on its ability to provide the Service or any damage or threatened damage to the above mentioned (as the case may be) caused by the Customer Apparatus and give you as much notice as is reasonably practicable to repair or replace any such Customer Apparatus.

11 LIMITATION ON LIABILITY AND INDEMNITY

- 11.1 THUS shall be liable to you for loss directly arising from the breach of this Agreement provided such loss results from direct physical damage to your property or premises by THUS, its employees, agents or contractors while acting in the course of their employment by THUS and that such loss was reasonably foreseeable at the date of this Agreement as likely to result from such breach.
- 11.2 In any event the liability of THUS shall be limited to the lesser of three times the annual value of the charges or £1 million in respect of any one incident or in respect of any series of incidents arising from a common cause.
- 11.3 THUS cannot guarantee protection of the Service against unauthorised interruption or interception by third parties.
- 11.4 Nothing in this Agreement shall exclude or limit the liability of THUS for death or personal injury arising as a result of THUS' negligence or for any other liability of THUS which cannot by law be excluded or restricted.
- 11.5 The rights and remedies provided by this Agreement are exclusive and not cumulative and exclude all other rights and remedies (whether express or implied) provided by common law including negligence claims in tort or delict or statute in respect of the subject matter of this Agreement.

- 11.6 The exclusions and limitations on liability set out in this Agreement apply equally to and for the benefit of any agents or contractors of THUS and such agents' or contractors' duty of care to you is restricted accordingly.
- 11.7 You acknowledge that THUS is unable to exercise control over any content provided by means of the Service and you acknowledge that you are solely responsible for any liability arising out of any content provided by you and/or any material to which users can link through such content.
- 11.8 You agree to indemnify THUS and its suppliers and resellers against any claims, losses or damages arising from your use of the Service.
- 11.9 THUS will not be liable to you whether in tort, contract or otherwise for loss of use, contract, goodwill, business, revenue or profits, corruption, loss or destruction of data transmitted over the THUS network or for any indirect or consequential loss whatsoever or for the acts or omissions of third parties or faults or failures in their equipment.
- 11.10 The provisions of this Clause 11 shall survive termination of this Agreement.

12 TERM AND TERMINATION

- 12.1 This Agreement shall commence on the Commencement Date and shall end no earlier than on the expiry of the Initial Period as set out in Clause 12.5, subject to earlier termination as provided in this Agreement.
- 12.2 THUS will refund the charges paid by you to THUS on a pro-rata basis for each complete month falling after termination of this Agreement under Clause 12.3 or Clause 12.7.2.
- 12.3 If THUS breaches any of the material terms or conditions of this Agreement and the breach is not capable of remedy you may terminate this Agreement forthwith. In the case of a remediable breach you must first serve written notice of the breach on THUS and if THUS has not remedied the breach within thirty days of receipt of such notice you may terminate this Agreement forthwith.
- 12.4 This Agreement cannot be terminated by you during the Initial Period, even if installation has not yet taken place and you are liable for all charges set out on the frontsheet of this Agreement for the Initial Period whether or not you wish to receive the Service for the entirety of the Initial Period.
- 12.5 If this Agreement is terminated after the end of the Initial Period and prior to the end of the Contract Term (if applicable) for any reason, you shall pay to THUS all arrears of charges at the date of termination and all other rental charges payable under this Agreement discounted in the case of the latter at the rate of 50% per annum. You must pay these charges within 5 days of receipt of invoice. THUS and you agree that any such charges payable are a reasonably calculated pre-estimate of the loss THUS will sustain as a result of any such early termination by you.
- 12.6 You shall be entitled to terminate this Agreement at any time after the end of the Contract Term, by giving 30 days' written notice on company headed paper to THUS of your intention to do so stating account name, account number and the exact service to be terminated.
- 12.7 THUS may terminate this Agreement by giving you thirty (30) days written notice at any time.
- 12.8 THUS may terminate this Agreement immediately if:
- 12.8.1 you fail to comply with any of the material terms or conditions of this Agreement; or
 - 12.8.2 THUS is precluded from providing the Service by law or by the decision of any competent judicial, governmental or regulatory body; or
 - 12.8.3 you become insolvent or bankrupt; or
 - 12.8.4 you commit a breach of the AUP which in THUS' reasonable opinion is serious enough to merit immediate termination; or
 - 12.8.5 you provide THUS with any false, inaccurate or misleading information for the purpose of obtaining the Service; or
 - 12.8.6 you do not pay any invoice within 14 days of it falling due.
- 12.9 You shall be entitled to terminate this Agreement by notice effective on receipt by THUS of the notice, if you do not consent to any material change to this Agreement. Such termination shall be your sole remedy.
- 12.10 The right to terminate this Agreement shall not prejudice any other right or remedy of THUS in respect of any breach or any rights, obligations, or liabilities accrued prior to termination.
- 12.11 Upon termination of this Agreement for any reason, you shall immediately stop using the Service and the licence granted by these conditions shall end forthwith.
- 12.12 You shall be responsible for returning to THUS any IP addresses allocated to you by THUS as part of the Service, following termination of the Agreement.
- 12.13 Without prejudice to the rights and remedies of THUS and you under this Agreement either party may terminate this Agreement forthwith in the event that the licence granted to THUS plc on 29 September 1999 under Section 7 of the Telecommunications Act 1984 expires or is revoked.
- 12.14 Without prejudice to its other rights in terms of this Clause 12, THUS may at its sole discretion elect to suspend provision of the Service forthwith until further notice if THUS is entitled to terminate or if you are otherwise in breach of the terms of this Agreement or if THUS is obliged to comply with any order or instruction of Government or other regulatory authority or if any wayleave or other consent required for the purposes of providing the Service is withdrawn, revoked or otherwise ceases to have effect.
- 12.15 You shall reimburse THUS in respect of all costs and expenses incurred in carrying out such suspension and re-commencing the provision of Service thereafter save where the suspension is required as a result of any breach of this Agreement by THUS.

13 AMENDMENT TO THIS AGREEMENT

THUS reserves the right to amend the provisions of this Agreement at any time. If we do amend this Agreement, we will inform you of this in writing/by fax/by email. In these circumstances, if any amendment is material, for a limited period, you have the right to terminate this Agreement pursuant to Clause 12.9. If you do not exercise that right, your continued use of the Service after any amendments take effect shall be deemed to be your binding acceptance of such amendments.

14 NOTICES

Any notice required or permitted under this Agreement must be in writing and sent to: THUS plc, Corporate Sales Department, 1-2 Berkeley Square, 99 Berkeley Street, Glasgow G3 7HR, Scotland. THUS will send any notices to you at the address stated in the frontsheet of this Agreement or at such other address as you shall notify to us in writing.

15 C-BILLING

- 15.1 The Customer's Authorised User will be allocated an individual LoginID and password by THUS to enable access to C-Billing.
- 15.2 The Authorised User shall not share use of C-Billing or any part of it with any other person including, if the Authorised User is a company, any person who is an officer of or contracted to the company, whether directly or indirectly, other than in accordance with this Agreement.
- 15.3 The Authorised User must not operate C-Billing in a way that does not comply with this Agreement or with any legislation or applicable licence or that is in any way unlawful or fraudulent, or to its knowledge has any unlawful or fraudulent purpose or effect, or in connection with the carrying out of a fraud or criminal offence against any telecoms operator, or in a way that does not comply with the reasonable instructions given by THUS, or operate or attempt to operate C-Billing in any way that modifies, decompiles or reconfigures the facility or any software or hardware, or copy any manual or documentation relating to C-Billing, without the prior written consent of THUS.
- 15.4 The Authorised User shall maintain the security of its allocated LoginID and password and will not disclose such to any third party for any purpose other than in accordance with this Agreement. The Authorised User shall immediately notify THUS and change any password which may have been compromised, or is reasonably believed to have been so compromised.
- 15.5 THUS shall not be liable in contract, tort (or delict) pre-contract or other representations (other than fraudulent or negligent representations) or otherwise arising out of or in connection with C-Billing for any special, indirect or consequential loss or any destruction or loss of data, in any case, whether or not such losses were within the contemplation of the Customer at the Agreement Date, suffered or incurred by the Customer arising out of or in connection with this Agreement or C-Billing.
- 15.6 Without prejudice to its rights and remedies, THUS may terminate C-Billing, or any part of it, forthwith in the event that the Customer or the Authorised User is in material breach of this Agreement, becomes insolvent or has a receiving order made against it or commences to be wound up or grants a trust deed on behalf of its creditors or if THUS is no longer authorised to operate the THUS telecommunications system.
- 15.7 Without prejudice to its rights and remedies, THUS may at its sole discretion elect to suspend provision of C-Billing forthwith until further notice if it is entitled to terminate it or if the Customer or the Authorised User is in breach of this Agreement or if THUS is obliged to comply with any relevant order or instruction of government or other regulatory authority or if any consent or authority required for the purpose of providing C-Billing is withdrawn, revoked or otherwise ceases to have effect.

16 MISCELLANEOUS

- 16.1 This Agreement, the frontsheet and the AUP represent the entire understanding between the parties in relation to the subject matter hereof and supersede all other agreements and representations by either party whether oral or written and any amendment to this Agreement (e.g. the provision by THUS of additional Services) shall be in writing and signed by a duly authorised representative of each party.
- 16.2 If any provision of this Agreement (whether in part or in whole) is held by a court of competent jurisdiction to be illegal, invalid or unenforceable the remaining provisions of this Agreement shall remain in full force and effect.
- 16.3 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- 16.4 You may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, this Agreement or any rights or obligation herein.
- 16.5 We reserve the right to assign or sub-contract any or all of our rights and obligations under these Conditions without your consent.
- 16.6 Neither party will be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control (including but not limited to any actions of a third party supplier or telecommunications network).
- 16.7 This Agreement is governed by the law of England and Wales, and the parties agree to submit disputes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.