

Terms & Conditions

For Telecom & Datacom Services

These terms and conditions are the only terms and conditions upon which S2 Networks will provide the Service to the Customer to the exclusion of all other express terms and conditions (including, without limitation, any terms or conditions of the Customer which the Customer purports to apply). By using the Service, the Customer agrees to be bound by these terms and conditions.

1. Definitions and interpretation

1.1 The following terms shall have the following meanings when used in these terms and conditions:

1.1.1 "Agreement" means the agreement between S2 Networks and the Customer comprising the Order Form and these terms and conditions;

1.1.2 "Charges" means the charges associated with provision of the Services and the Equipment to the Customer by S2 Networks;

1.1.3 "Customer" means the person or entity with whom S2 Networks enters into the Agreement and whose details are set out in the Order Form;

1.1.4 "Customer Equipment" means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment;

1.1.5 "Equipment" means any apparatus or equipment provided by S2 Networks or any third party to the Customer at the Site to enable provision of the Service under the Agreement;

1.1.6 "Fixed Term" means the period of 60 months or such other period as is set out in the Order Form;

1.1.7 "S2 Networks" means S2 Networks Ltd (registered in England with number 06899543) whose registered office is at Galtons Mill, Galtons Lane, Belbroughton, West Midlands DY9 9TS;

1.1.8 "Order Form" means the standard order form of S2 Networks, upon which the Customer's order for provision of the Service is submitted in writing or by email;

1.1.9 "Price List" means the list of S2 Networks' charges associated with the Service and the Equipment as amended from time to time and available from S2 Networks on request;

1.1.10 "Service" means the installation, connection and supply of a telecommunications circuit capable of supporting asymmetric digital subscriber line (ADSL) services at the Site, the provision of telecommunications services over such a circuit and/or the provision of hosted services over such a circuit, as more particularly specified in the Order Form and/or otherwise agreed in writing by S2 Networks;

1.1.11 "Site" means the Customer's premises where the Service is to be received, as set out in the Order Form;

1.1.12 "Start Date" means the date when the Service is activated and made available to the Customer at the Site;

1.1.13 "Target Installation Date" means the date by which S2 Networks will use all reasonable endeavours to provide and install or procure the provision and installation of the Equipment at the Site so that the Service can be provided, as set out in the Order Form and/or otherwise agreed in writing by S2 Networks; and

1.1.14 "Telephone Line" means the telecommunications circuit that the Customer uses to obtain telecommunications data services over the public switched telephone network at the Site, as notified by the Customer to S2 Networks.

1.2 Headings in these terms and conditions are inserted only for convenience and shall not affect the construction of these terms and conditions.

1.3 In these terms and conditions, words denoting the singular number shall include the plural and vice versa and references to the masculine gender shall include the feminine and neuter genders and vice versa.

1.4 References in these terms and conditions to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or reenacted and references in these terms and conditions to a "person" shall include an individual, firm, unincorporated association or body corporate.

2. Commencement and Duration

2.1 The Agreement will commence on the Start Date and shall (unless terminated earlier in accordance with these terms and conditions) continue for the Fixed Term. Thereafter, the Agreement will automatically renew for subsequent periods of the same duration as the Fixed Term, unless either party gives the other party written notice terminating the Agreement no less than 90 days prior to expiry of the Fixed Term or any such subsequent period or renewal (such notice to take effect on the expiry thereof) or such other minimum period of prior written notice as is set out in the Order Form.

2.2 If, at any time during the Fixed Term or any subsequent period of renewal, the Customer orders any service from S2 Networks that does not form part of the Service that S2 Networks has been previously required to provide or procure the provision of to the Customer under the Agreement and S2 Networks agrees in writing to provide or procure the provision of such service to the Customer in accordance with the terms of the Agreement (at which time such service will be deemed to form part of the Service for the purposes of the Agreement), then the Fixed Term or subsequent period of renewal in question shall restart from the date when the relevant service is activated and made available to the Customer at the Site.

3. Provision of the Service

3.1 S2 Networks shall provide or procure the provision of the Service to the Customer in accordance with the terms of the Agreement. The Customer acknowledges and agrees that:

3.1.1 it must, on the Start Date and throughout the continuation of the Agreement, ensure that all Customer Equipment and the operating environment thereof meets and continues to meet the required minimum technical specifications and that all Customer Equipment is and remains correctly installed;

3.1.2 the transmission speeds of the Service will vary from time to time due to congestion on the network and cannot therefore be guaranteed;

3.1.3 the provision of the Service to the Customer will be subject to the characteristics of the Customer's access connection to British Telecommunications plc ("BT"), who may determine that it is not possible to supply the Service over such access connection. Where this is the case, S2 Networks will immediately terminate the Agreement without any liability to the Customer for such termination;

3.1.4 the Customer is responsible for the Telephone Line to which the Service is provided and should any termination, suspension, cut-off, loss, interruption, virus or fault with such Telephone Line result in any termination, suspension, cut-off, loss, interruption, virus or fault of or in connection with the Service S2 Networks shall accept no responsibility or have any liability to the Customer for any such occurrence;

3.1.5 during the installation of the Equipment for the provision of the Service, the Customer's access connection to BT may suffer a temporary loss of telephone service and/or interference to any other service(s) provided via such access connection, which shall be reinstated following such installation. S2 Networks will not be liable to the Customer for any loss, interruption or interference of or to any such service that occurs during such installation. The Customer also acknowledges that any telephone socket extensions that are incorrectly wired may be disconnected for the purposes of and/or during such installation without S2 Networks having any liability to the Customer for any such disconnection;

3.1.6 occasionally S2 Networks and/or BT may have to interrupt or suspend the Service or change the technical specification of the Service for operational reasons (such as maintenance, repair or Service upgrades) or because of an emergency. In these circumstances (wherever reasonably possible), S2 Networks will give notice to the Customer of any such interruption, suspension or change, however the Customer shall have no claim against S2 Networks and S2 Networks shall have no liability to the Customer for any such interruption, suspension or change;

3.1.7 S2 Networks will not be responsible or liable for any termination, suspension, cut-off, loss, interruption, virus or fault of or in connection with the Service caused by lack of network capacity, physical obstructions or atmospheric conditions; and

3.1.8 provision by S2 Networks of the Service is conditional upon payment by the Customer of all Charges when due in accordance with the Agreement. In the event of any failure to do so, S2 Networks shall (without prejudice to any other rights or remedies) be entitled to suspend the Customer's access to the Service.

3.2 Some material on the internet may be offensive, inappropriate or unsuitable. The Customer acknowledges and agrees that S2 Networks has no responsibility whatsoever for any content, products, services, information, software or other materials offered by third parties on the internet or for any third party information whatsoever passing through or accessible via the Service, including (without limitation) via email, and that the Customer is solely responsible for ensuring that the Customer Equipment is adequately protected against viruses.

3.3 The Customer must not and the Service is made available to the Customer on the condition that the Customer does not:

3.3.1 modify the Service without S2 Networks' prior written consent;

3.3.2 redistribute, copy or use the Service for any purposes prohibited under the Agreement or transfer rights to the use of the Service to any third party;

3.3.3 disclose details of the Service to any third party without S2 Networks' prior written consent; or

3.3.4 use the Service except in conjunction with S2 Networks' recommended operating guidelines.

3.4 It is technically impracticable to provide a fault-free Service and therefore S2 Networks does not guarantee that the Service will be free of faults or interruptions, that the Service will be free of errors, omissions or viruses or that the Service will be timely or secure. The Customer acknowledges and agrees that matters may affect the Service that we cannot reasonably control, including (without limitation) lack of network capacity, physical obstructions, atmospheric conditions and delays caused by our suppliers or manufacturers.

3.6 S2 Networks shall use all reasonable endeavours to comply with the Customer's reasonable requests in respect of installation of Equipment, however S2 Networks or BT's decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment shall be final and binding.

3.7 S2 Networks shall use all reasonable endeavours to provide and install or procure the provision and installation of the Equipment at the Site so that the Service can be provided on or before the Target Installation Date. The Customer acknowledges and agrees that the Target Installation Date is an estimate only and S2 Networks shall not be liable for any failure to meet such Target Installation Date.

3.8 Installation of the Service may be subject to a survey carried out by or on behalf of S2 Networks or BT and S2 Networks shall be entitled to refuse provision of the Service to the Customer where the results of the survey carried out are incomplete or unsatisfactory.

4. Use of the Service

4.1 The Customer acknowledges and agrees that it is solely responsible for assessing the accuracy, reliability, availability and performance of resources and/or content accessed through the internet (including, without limitation, any and all financial and other transactions of any kind entered into by or on behalf of the Customer using the Service with any third party), which in all cases and in all circumstances the Customer acknowledges and agrees are at the Customer's own risk and, in any event, beyond the control of S2 Networks.

4.2 The Customer will comply with and ensure that all users of the Service comply with:

4.2.1 all relevant legislation (including, without limitation, legislation relating to e-commerce and consumers), licences and mandatory instructions or guidelines issued by any applicable regulatory authority;

4.2.2 all codes of practice relating to the Service;

4.2.3 any internet standards that are accepted and adopted by the internet industry, where failure to comply with such standards would adversely affect the provision of the Service; and

4.2.4 any reasonable instructions that S2 Networks may give to the Customer in respect of the Service from time to time.

4.3 The Customer must not use the Service or allow any other(s) to use the Service:

4.3.1 in a way that does not comply with the terms of any applicable legislation or licence or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

4.3.2 in connection with the carrying out of a fraud or criminal offence against S2 Networks, BT or any other public telecommunications operator or to obtain unauthorised access to any information, network or telecommunications system or compromise the security or integrity of any network or telecommunications system;

4.3.3 to store, send, knowingly receive, upload, download, distribute, use or reuse any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights, or to violate or infringe any rights of, or cause unwarranted or needless inconvenience, annoyance or anxiety to, any other person;

4.3.4 to place any viruses or similar computer programs onto the Service or the internet;

4.3.5 to store, distribute or reproduce commercial software or reproduce a third party's software or material without the permission of that third party and/or the relevant rights holder(s), as applicable;

4.3.6 to send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers;

4.3.7 in a way that does not comply with any instructions S2 Networks or BT has given; or

4.3.8 in a way that in S2 Networks' reasonable opinion could materially affect the quality of any service, including the Service, provided by S2 Networks or BT.

4.3.9 S2 Networks will be entitled to suspend the Service or terminate the Agreement where S2 Networks, in its absolute but reasonable discretion, believes that the Customer is in any way using the Service other than in accordance with the Agreement and the Customer shall fully indemnify S2 Networks and keep S2 Networks fully indemnified against any liability, loss, damage, costs and

expenses (including reasonable legal fees) resulting from any claim, action or legal proceedings brought or threatened against S2 Networks by a third party as a result of any failure by the Customer to use the Service and/or ensure that the Service is used in accordance with the Agreement or any other failure by the Customer to perform its obligations under and in accordance with the Agreement.

4.4 The Customer acknowledges and agrees that the following technical limits apply to the Service:

4.4.1 transmission performance of some metallic local loops will mean it is technically impracticable to provide the Service to all customers within the applicable Service availability area;

4.4.2 until such time as S2 Networks advises otherwise, the Service cannot be provided over the same access connection to BT as certain other telecommunications services of which S2 Networks shall inform the Customer upon request;

4.4.3 the Service is not available to sites where all or part of such sites' access connection to BT is provided over fibre optic cable or radio systems;

4.4.4 the Service may also affect the performance of some PSTN customer premises equipment; and

4.4.5 some technical limitations of or to the Service may not become apparent until after the Equipment has been installed and working for some time. In such circumstances, the Service for some individual users may need to be withdrawn, and, in any of the above circumstances, S2 Networks will have no liability to the Customer in connection with any resulting provision of the Service, inability to provide the Service, performance of the Service, effect of the Service on other services or equipment or the withdrawal of the Service.

4.5 The Customer will cooperate with S2 Networks' reasonable requests for information regarding the Customer's use of the Service and supply such information without delay.

4.6 The Customer will cooperate with the following acceptable use policy: we do not generally expect users to exceed 50GB of data transfers in a month. Heavy users with a usage between 50GB and 100GB may be placed into a restricted daytime context to protect our business traffic, the restriction will take the form of an increased contention of 50:1 between 0800 and 1800 on weekdays. Users exceeding 100GB of data transfer will generally be regarded as not suited to ADSL products and will be encouraged to switch to a higher use product such as SDSL or a leased line, in the meantime they will be placed in an all-hours restricted context at 50:1 contention.

5. Charges

5.1 The Charges for provision of the Service and the Equipment will be as set out in the Order Form or, where not set out in the Order Form, the Price List and S2 Networks will begin charging for provision of the Service and the Equipment from the Start Date. Charges will be calculated solely in accordance with details recorded by, or on behalf of, S2 Networks.

5.2 The setup element of the Charges shall be payable by the Customer on the Customer's date of signature of the Agreement.

5.3 The Service provision element of the Charges shall be payable quarterly in advance, the first such payment being payable on the Start Date. Where the Start Date falls part way through a calendar quarter, a balancing charge in whole months will be applied as a quarterly pro-rata charge for the Services.

5.4 The Customer will pay all Charges within 14 days of the date of S2 Networks' invoice for such Charges. S2 Networks may (without prejudice to any other rights or remedies) charge daily interest on late payments at a rate equal to 4% per annum above the base lending rate of Lloyds Bank Plc.

5.5 All Charges exclude Value Added Tax ("VAT") at the applicable rate, unless stated otherwise.

5.6 S2 Networks may also make an additional charge (on the basis of applicable abortive visit, administrative and other additional charges detailed in the Price List) on its own behalf or on behalf of BT:

5.6.1 where incorrect information supplied by the Customer means it is technically impractical to provide the Service over the Customer's access connection to BT;

5.6.2 where it is necessary to relocate the existing telephone master socket to provide the Service;

5.6.3 where S2 Networks or BT are unable to gain access to the Site to carry out installation of the Service or the installation is aborted for any other reason(s) beyond S2 Networks' reasonable control;

5.6.4 where certain information provided by the Customer on the Order Form is illegible, inaccurate or incomplete;

5.6.5 where S2 Networks or BT provides any technical support in connection with the supply of the Service to the Customer outside normal office hours or normal support times, as applicable; and/or

5.6.6 where any fault with or in connection with the Service relates to any equipment other than the supplied Equipment.

5.7 S2 Networks reserves the right to vary the Charges at any time on giving the Customer notice in writing. S2 Networks will give the Customer no less than 30 days' prior written notice if it provides any notification to its customers of any variation to the Charges via its website.

6. Customer Obligations

6.1 To allow the installation and use of the Equipment at the Site, the Customer will at the Customer's own expense:

6.1.1 obtain all necessary consents, licences and permissions, including (without limitation) consents for any necessary alterations to buildings;

6.1.2 take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, and carry out any making good or decorator's work that S2 Networks or BT reasonably requires; and

6.1.3 provide any electricity and connection points reasonably required by S2 Networks or BT. All the criteria set out above must be completed in advance of any Equipment installation work.

6.2 The Equipment shall remain the property of S2 Networks or the supplier of such equipment (including BT) and the Customer shall at all times make clear to third parties that the same is the property of S2 Networks or the third party supplier of such equipment, as applicable. S2 Networks may modify, substitute, renew or add to any Equipment from time to time at its absolute but reasonable discretion.

6.3 S2 Networks shall supply the Customer with the relevant information to enable the Customer suitably to prepare the Site for delivery and installation of the Equipment. The Customer shall at their own expense provide suitable accommodation, assistance, facilities and environmental conditions for the Equipment and all necessary electrical and other installations and fittings.

6.4 A secure power supply is required at the Site for the installation, operation and maintenance of the Equipment at such points and with such connections as are specified by S2 Networks. Unless otherwise agreed, this power supply is to be provided by the Customer. S2 Networks shall not be responsible or liable for any termination, suspension, cut-off, loss, interruption, virus or fault of or in connection with the Service caused by any failure of such power supply.

6.5 The Customer is responsible for the Equipment once it is delivered to the Site and must not add to, modify or in any way interfere with any of it nor allow anyone else (other than someone previously authorised by S2 Networks) to do so. The Customer will be liable to S2 Networks for any loss of, or damage to, any Equipment, except where such loss or damage is due to fair wear and tear or is caused by S2 Networks or anyone acting on S2 Networks' behalf.

6.6 Any Customer Equipment connected to or used with the Service must be connected and used in accordance with any instructions and safety and security procedures applicable to the use of such Customer Equipment. Any Customer Equipment that is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards.

6.7 To enable S2 Networks to carry out its obligations under the Agreement, the Customer will at all reasonable times provide S2 Networks' employees, and anyone acting on S2 Networks' behalf (including BT) who produces a valid identity card, with such access to the Site and any other premises outside of S2 Networks' control as is necessary. S2 Networks will normally only require access during its normal office hours but may, on reasonable notice, require the Customer to provide access at other times. S2 Networks may agree to work outside its normal office hours but, in any such circumstances, the Customer must pay S2 Networks' at the then applicable rate set out in the Price List.

6.8 If through no fault of S2 Networks, S2 Networks is unable to carry out an installation at, or gain access to, the Site or the installation is aborted for any other reason(s) beyond S2 Networks' reasonable control, S2 Networks will (without prejudice to any of its rights and remedies in respect thereof) notify the Customer's nominated contact and the Customer shall promptly remedy such fault, inability or reason(s).

6.9 The Customer hereby irrevocably gives permission to S2 Networks, BT and their employees, agents or contractors to:

6.9.1 execute any works on the Site for, or in connection with, the installation, maintenance, or removal of the Equipment;

6.9.2 keep and operate telecommunication apparatus installed on, under or over the Premises; and

6.9.3 enter the Site to inspect any telecommunication apparatus kept on the Site or elsewhere for the purposes of providing the Service, and where the Agreement or the Service is terminated for any reason, S2 Networks or BT will be entitled to enter the Site or elsewhere to remove any Equipment installed there.

6.10 The Customer undertakes:

6.10.1 to comply with all reasonable instructions S2 Networks may notify to the Customer for use of any Equipment;

6.10.2 not to allow any Equipment to be repaired or maintained other than by an authorised representative of S2 Networks;

6.10.3 not to damage any Equipment and not to add to, modify or in any way interfere with the performance of any Equipment;

6.10.4 not to attempt to sell any Equipment; and

6.10.5 not to remove any identification mark affixed to any Equipment showing that it is the property of S2 Networks or any other third party supplier of such equipment.

6.11 The Customer shall be responsible for the repair and maintenance of any Customer Equipment used in order to obtain or use the Service.

7. Support of the Service

7.1 S2 Networks shall install the Equipment with reasonable skill and care, however if the Customer experiences a problem or suspects a fault with any of the Equipment or the Service technical support for the Equipment and the Service is available by sending an email to support@s2networks.com. Such technical support is available during S2 Networks' normal office hours of 08:30am to 17:00pm.

8. Intellectual Property Rights

8.1 The Customer acknowledges and agrees that it shall have no title or interest in any intellectual property rights arising as a result of any use of the Service.

8.2 Any and all intellectual property rights used or embodied in or in connection with the Service shall be and remain the sole property of S2 Networks or S2 Networks' licensors and no title or intellectual property rights therein or in any modification or extension thereof shall pass to the Customer. The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardise, limit or interfere in any manner with S2 Networks' (or any third party suppliers') title, interests or rights with respect to the Service, including (without limitation) using any of S2 Networks' or BT's trade marks or trade names.

8.3 Where software is provided by S2 Networks to enable the Customer to use the Service, S2 Networks hereby grants the Customer, for the duration of the Agreement, a non-exclusive, non-transferable, royalty-free licence to use such software for that purpose.

9. Warranties

9.1 Except as otherwise expressly provided in the Agreement, the Service will be provided "as is" without warranty or representation of any kind, whether express or implied, S2 Networks disclaims and excludes all such warranties and representations, including (without limitation) any warranty or representation that the Service is free of defects, of satisfactory quality, fit for a particular purpose or non-infringing of third party rights, and the Customer accepts all risks and liabilities associated with the use of the Service.

10. Limitation of Liability

10.1 Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury resulting from the negligence of that party or their employees, agents or sub-contractors, for fraudulent misrepresentation or concealment or for any other liability that cannot be in any way excluded or limited at law.

10.2 Except as otherwise expressly provided in the Agreement:

10.2.1 S2 Networks' liability to the Customer in contract, tort, negligence or otherwise arising out of or in connection with the Agreement or the performance or observation of its obligations under the Agreement shall be limited in aggregate to the monthly charges paid by the Customer to S2 Networks under the Agreement or, where the Agreement has continued beyond the Fixed Term and such liability arises after the expiry of such Fixed Term, to the monthly charges paid by the Customer to S2 Networks during the 12 months preceding such liability arising; and

10.2.2 S2 Networks shall not be liable in contract, tort, negligence or otherwise arising out of or in connection with this Agreement for any economic losses (including, without limitation, any loss of profits, business, contracts, goodwill, revenue or anticipated savings) or any special, indirect or consequential losses or any destruction of data arising out of or in connection with the Agreement.

10.5 The Customer shall fully indemnify S2 Networks and its suppliers (including BT) and shall keep S2 Networks and its suppliers fully indemnified against any claims, liability, losses, damage, costs and expenses (including reasonable legal fees) arising from the Customer's access to or use of the Service and any information, data or material produced, transmitted or downloaded on or via the Service.

11. Force Majeure

11.1 If either party is unable to perform any obligation under the Agreement because of any event beyond that party's reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, power failure, industrial disputes (whether or not involving that party's employees), acts of local or central Government or other competent authorities or the acts and omissions of that party's suppliers, the party will have no liability to the other for that failure to perform. If any such event continues for more than 3 months, either party may serve notice on the other terminating the Agreement.

12. Termination

12.1 The Customer may terminate the Agreement at any time by giving 90 days' prior written notice to S2 Networks or such other minimum period of prior written notice as is set out in the Order Form, provided that if the Customer terminates the Agreement by providing S2 Networks with such notice at any time during the Fixed Term or any subsequent period or renewal you will be liable to pay all Charges that would have become payable during such Fixed Term or subsequent period or renewal assessed on the basis of the average of the quarterly Charges invoiced to the Customer by S2 Networks prior to such termination.

12.2 Either party may at any time terminate the Agreement immediately on giving notice to the other if the other:

12.2.1 commits a material breach of the Agreement, which is capable of remedy, and fails to remedy the breach within 15 days of receiving a written notice to do so from the party not in breach;

12.2.2 commits a material breach of the Agreement, which cannot be remedied;

12.2.3 is repeatedly in breach of the Agreement; or

12.2.4 is the subject of a bankruptcy order, becomes insolvent, makes any arrangement or composition with or assignment for the benefit of their creditors, goes into voluntary liquidation (otherwise than for reconstruction or amalgamation) or compulsory liquidation or has a receiver or administrator appointed over its assets.

If any of the above events occur as a result of any default of the Customer, S2 Networks may suspend the Service without prejudice to its right to terminate the Agreement and, where the Service is suspended by S2 Networks for such an occurrence, the Customer must pay the Charges for the Service until such time as the Agreement is terminated by either party in accordance with its terms.

12.3 S2 Networks may terminate this Agreement immediately upon giving written notice to the Customer if:

12.3.1 S2 Networks and/or BT is required to cease provision of the Service by a competent regulatory authority; or

12.3.2 BT ceases to support the Service for whatever reason, BT materially and adversely changes the terms of its provision to S2 Networks of telecommunications services relating to the Service beyond the reasonable control of S2 Networks or S2 Networks is or becomes unable to provide the Service for any other reason(s) beyond S2 Networks' reasonable control.

12.4 Upon termination of the Agreement for any reason, the Customer shall immediately stop using the Service and the Customer's right to use the Service shall immediately terminate.

12.6 If either party delays in acting upon any breach of the Agreement by the other, that delay will not be regarded as a waiver of that breach.

13. Confidentiality

13.1 Each party will, throughout the Agreement and for 2 years after its termination for any reason, keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained from and/or regarding the other party under or in connection with this Agreement and/or the provision of the Service and will not, without the prior written consent of the other party, disclose that information to any person (other than its employees or professional advisers and, in the case of S2 Networks, the employees of any subsidiary or holding company of S2 Networks or other subsidiary of that holding company (as such terms are defined in section 736 of the Companies Act 1985) and its suppliers, who need to know the information). For the avoidance of doubt, the obligations of confidence prescribed above will not apply to:

13.2.1 any information that has been published other than through a breach of the Agreement;

13.2.2 any information lawfully in the possession of the recipient before its disclosure under the Agreement took place;

13.2.3 any information obtained from a third party who is free to disclose it; and

13.2.4 any information that a party is requested to disclose and, if it did not, would be required by law to do so.

14. Data Protection

14.1 S2 Networks and the Customer each agree to comply with their respective obligations under the Data Protection Act 1998 and related regulations and obtain and maintain all relevant notifications and consents, including (in relation to the Customer) such notifications and consents as the Customer should obtain and maintain to enable S2 Networks to process personal data in connection with the performance by S2 Networks of its obligations under the Agreement.

14.2 The Customer agrees that S2 Networks may put its name and other details obtained from the Order Form into a computerised directory for internal use and for the purposes of enabling S2 Networks to provide the Service.

14.3 Rights of subject access will be dealt with in accordance with the Data Protection Act 1998, upon appropriate request in writing and payment of the appropriate fee.

14.4 Any and all data supplied by any customer of S2 Networks (including the Customer) is held in accordance with S2 Networks' then current privacy policy available for inspection on its website.

15. General Provisions

15.1 The Agreement constitutes the entire agreement between S2 Networks and the Customer and supersedes all prior and contemporaneous agreements, communications and representations (except for any representation made fraudulently) whether oral or written, between S2 Networks and the Customer in respect of the subject matter of the Agreement, provided that S2 Networks may vary any of these terms and conditions at any time by posting the variation on its website and giving its customers (including the Customer) no less than 28 days' prior written notice before such variation takes effect. S2 Networks will only make such a variation if it has a valid reason, including (without limitation) in order to reflect changing arrangements with any third party telecommunications operator or supplier or changing legal, regulatory or business requirements.

15.2 Any person who is not party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15.3 In the event of any dispute between the parties in connection with the Agreement, the parties will first, before any recourse to the courts, attempt in good faith to resolve the dispute or claim arising out of or relating to the Agreement promptly through negotiations between the respective representatives of the parties who have authority to settle the same and/or some appropriate form of alternative dispute resolution.

15.4 If any provision of the 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 the Agreement shall remain in full force and effect.

15.5 Any waiver of any breach of any provision of the Agreement will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of the Agreement.

15.6 The Customer may not assign or otherwise transfer, by operation of law or otherwise, the Agreement or any rights or obligations therein without the prior written consent of S2 Networks.

15.8 The Agreement is governed by and shall be construed and interpreted in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English courts.

15.7 Any notice to be given (or invoice to be submitted) under the Agreement may be given by us to you by post, email or facsimile to the relevant address or number set out in the Order Form. Notices (and invoices)

sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of email or facsimile messages but only if a successful status delivery or transmission report is generated, confirming that the email or facsimile was sent to the relevant number and confirming that all pages were successfully sent or transmitted).

15.8 The Agreement is governed by and shall be construed and interpreted in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English courts.