

Through usage and/ or payment you hereby agree to accept Communications3000 Ltd. terms and conditions for the use of this service.

## **TERMS AND CONDITIONS**

These terms and conditions of service (paid or unpaid) shall constitute the whole of the contract between the client/ user and Communications3000 Ltd. of Raines House, Denby Dale Road, Wakefield. West Yorkshire. England. WF1 1HR. Company registration No. 07214039.

These terms and conditions with also cover all partnership arrangements with third party leasing and development companies in respect to Communications3000 Ltd. services.

The service, services product mean; -

- the electronic transmission of information, graphics and audio, video and any other media information transfer through Communications3000 Limited. servers or any other lines of telecommunication,
- the development and provision of software for automation of data/ information/ media transmission,
- the development and provision of graphic, animated, streaming audio/visual or any other form of material as part of a system for data/information/ media transmission.
- the development and provision of ecommerce and secure payment systems.
- the development and provision software security systems.

1. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals or representations written or oral between the parties. No variation or amendment of this agreement shall bind either party unless expressly consented to and agreed in writing by Communications3000 Limited.

2. Communications3000 Limited reserves the right to alter any part of this Agreement. Any such alterations to this Agreement will come into effect 14 days after Communications3000 Limited notifies the customer/user in writing or through client /user **terms and conditions acceptance** in using online administration of Communications3000 Limited services.

### **3. Services**

3.1 Through usage and/ or payment, Communications3000 Limited. accepts the clients/users acknowledgement of these terms and conditions breach of any of which may result in termination and or suspension of the clients/users right to use the service.

3.2 Communications3000 Limited reserves the right to suspend services in part or wholly for as long as the company requires.

3.3 Communications3000 Limited will use its best endeavours to provide the services on time but time is not of the essence and Communications3000 Limited gives no warranty or guarantee in this respect. Communications3000 Limited shall have no liability to the clients/user for any loss, damage or expenses howsoever incurred arising out of any failure to provide the services.

### **4. Use of the Service/s**

4.1. Under no circumstances will the customer/user, their customers, affiliates or subsidiaries engage in the following prohibited activities:-

4.1.1. Advertising, storage, transmission, posting, displaying or otherwise making available of pornographic materials in any form whatsoever through the service or transmission cables of Communications3000 Limited. \*

4.1.2. Sending of unsolicited bulk and/or commercial messages over the internet (spamming). \*

4.1.3. Any activity that infringes or misappropriates intellectual property rights of others including copyrights, trade marks, service marks, trade secrets, software, piracy and patents. \*

4.1.4. Engaging in activity that violates privacy, publicity or other personal rights of others. \*

4.1.5. Advertising, transmitting, storing, posting, displaying or otherwise making available obscene or offensive speech material. \*

4.1.6. Advertising, transmitting, storing, posting, displaying or otherwise making available defamatory, harassing, abusive or threatening language.

4.1.7. Forging or misrepresenting message headers whether in whole or in part to mask the originator of the message. \*

4.1.8. Accessing illegally or without authorisation computers, accounts or networks belonging to another party or attempting to penetrate security measures of another's individual system and any activity that might be used as a pre cursor to an attempted system penetration. \*

4.1.9. Engaging in activities that are determined to be illegal. \*

4.1.10. Engaging in activities whether lawful or unlawful that Communications3000 Limited determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations. \*

\* Clients/users and their organisations acknowledge that publications through Communications3000 Limited systems transmitted to other countries could be subject to law outside of the UK and it is their responsibility to ensure all content are legal and do not infringe local rights and laws.

4.2. All Communications3000 Limited shopping carts are designed for use within a single website and is licensed as such. Use for the single shopping cart across multiple websites is strictly prohibited without the written agreement of Communications3000 Limited. Where multi site use takes place charges will be incurred at the cost of the initial licence per extra site where the shopping cart is used. Charges will be backdated to the date that the initial shopping cart was imbedded into other sites. Nothing in this clause shall prevent clients/users linking their website to other sites and vice versa and is only applicable to the shopping cart module of the site.

4.3. It is the clients/users responsibility to ensure that the materials advertised, transmitted, stored, posted, displayed or otherwise made available on the website do not breach the terms of this agreement and the client/user accepts sole liability for any material supplied to Communications3000 Limited or which is advertised, transmitted, stored, posted, displayed or otherwise made available on the website and which is judged to be of an unlawful or unacceptable nature.

4.4. The client/user hereby indemnifies Communications3000 Limited against any costs, damages, expenses and loss of profits arising out of proceedings brought against Communications3000 Limited by any third party by reason of anything advertised, transmitted, stored, posted, displayed or otherwise made available on the customer/users website.

4.5. Communications3000 Limited reserves the right to take any action to stop any harmful activity including but not limited to removing information, shutting down the website, implementing screening software designed to block offending transmissions, denying access to the internet or any other action it deems appropriate in the circumstances.

4.6. Communications3000 Limited reserves the right to limit the transfer of data if such transfers and data are deemed to cause disruption to Communications3000 Limited systems.

4.7. Communications3000 Limited will endeavour to maintain full service provision for the client/user's services. The client/user accepts that service downtime may be experienced through maintenance or systems failure and agrees that Communications3000 Limited have no liability to the client/user for any consequential loss/loss of profits or other damages following failure of a website or any internet service provision and the client/user hereby agrees responsibility to take out their own insurance where cover against losses and liability is thought to be required by the client/user.

## 5. Intellectual Property Rights

5.1. The client/user agrees that any Intellectual Property used in, created or arising out of the provision of the services by Communications3000 Limited belongs to and is owned by Communications3000 Limited absolutely. Intellectual Property includes, without limitation, copyright, design right, inventions, patents, trade marks, goodwill and reputation. The client/user has no right, title or interest in any of the Intellectual Property and is not entitled to engage in any activity which would infringe the Intellectual Property Rights of Communications3000 Limited.

5.2. All designed and managed services undertaken by Communications3000 Limited will be acknowledged as the work of Communications3000 Limited and the client/user will provide a courtesy link to company merchandising.

5.3 Communications3000 limited recognises that client IP is brought to and is created out of the development process and ownership of this IP is clarified through section 6. "Ownership"

## 6. Ownership

6.1. All Communications3000 Limited software applications and software designs are made available for the client as part of a service provision. This does not constitute any ownership or rights, by the client, on works, software, code, scripts etc. provided by Communications3000 Ltd. through their services or systems.

6.2 Clients will maintain all ownership/IP of their own branding brought to the development process or jointly created/selected within the development process. These will include, without limitation, logos, font use, styling, and graphic design.

6.3 Clients will maintain ownership/IP of all data input either by the client or users of services, software and systems provided by Communications3000 Limited for the client,

6.4 Clients will maintain ownership/IP of all content provided by the client or users for use within services, software or systems. These will include, without limitation, images, writings, drawings and diagrams.

6.5 Where clients are the registrant of a domain they have the choice of asking us to manage the domain on their behalf or they can undertake this role themselves.

6.6 Clients have the responsibility and should ensure that they are the registrant of the domain names managed by Communications3000 Limited.

6.7. Management of domain names by Communications3000 Limited. does not in any way diminish the ownership rights of clients over their own domain names.

## 7. Data

7.1. Communications3000 Ltd. provides clients through developed and customised services the means to collect, store, process and manage data. Clients have sole responsibility for the collection, storage and processing of users data within Communications3000 applications and systems. Clients should take legal advise on data collection, storage and processing and they need to be fully aware of data protection issues internationally.

7.2. Communications3000 Ltd. hereby acknowledges that all data is solely owned by the client and waives any rights to the use and/or processing of data outside of its intended use by the client.

7.3. Communications3000 Ltd. has no responsibility for notifying users of Communications3000 Ltd applications and systems about use of data after collection. Communications3000 Ltd. strongly recommends that clients clearly notify users in their content of intended use of data collected.

## 8. Notifications

6.1. Communications3000 Ltd. hereby gives permissions for clients to provide links to information regarding their **terms and conditions** for their clients. These include but are not restricted to web site use, data collection, data storage, data processing, data management and privacy/confidentiality policies.

6.2. Client use of terms and conditions for their users of the web site are strictly limited to their web site users and in no way alters the terms and conditions agreed between Communications3000 and the client.

6.3 Occasionally Communications3000 Ltd. may require that changes are made to notifications.

## **9. Term and Termination**

9.1. In the case of managed services this agreement will remain in force for as long as the client/user maintains the regular and agreed payment method unless terminated earlier pursuant to the provisions of Clauses 6.3 to 6.5.

9.2. In respect of all other services provided by Communications3000 Limited this will remain in force until completion of the provision of such services unless terminated earlier pursuant to the provisions of Clauses 9.3 to 9.5.

9.3. This Agreement may be terminated by either party upon giving the other 3 months notice.

9.4. In the event that the client/user is in breach of any term of this agreement Communications3000 Limited reserves the immediate right to terminate this agreement or suspend the customer/user's right to use the service.

9.5. Communications3000 Limited reserves the right to suspend services in part or wholly for as long as the company requires.

9.6. If either party to this agreement is prevented or delayed in the performance of any of its obligations under this agreement by force majeure and if such party gives a written notice thereof to the other party specifying the matters constituting force majeure then the party in question shall be excused from the performance or the punctual performance as the case may be as from the date of such notice so long as such cause or prevention or delay shall continue.

## **10. Jurisdiction**

10.1. In using these Communications3000 Ltd. services all parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the use of these Communications3000 Ltd services.