

Terms And Conditions

1. GENERAL CONDITIONS

This Agreement is between Alicom Systems Limited (Alicom), and the customer, whose details appear on the Registration Form, for the provision of Alicom's Services including Internet fax, telex and email Services subject to the following terms and conditions.

These terms and conditions apply to the Services requested by the customer and are subject to change from time to time.

The Services offered by Alicom are subject to the terms and conditions contained in this Agreement; and any additional communications in writing, to the extent that such communication is not inconsistent with this Agreement. All the above are binding on Alicom and its customers.

2. PROVISION OF SERVICES

Alicom will provide service to the customer at its sole discretion and is not required to provide Services to an applicant where :

- (i) Alicom would incur unusual expenses for which the applicant can or will not pay;
- (ii) the applicant owes amounts to Alicom that are overdue;
- (iii) the applicant does not provide a reasonable deposit upon request, required pursuant to the terms and conditions outlined in this Agreement.

3. TARIFFS

- (i) Alicom Systems will provide the applicant with tariff sheets for all the requested Alicom Services.
- (ii) By using such Services the customer is deemed to have accepted the tariffs offered by Alicom and the Terms and Conditions of this agreement.
- (iii) Alicom may increase the tariffs for any and all Services by giving not less than 30 days written notice of such increase.
- (iv) Any change in tariffs will be advised in writing which may be by email, fax, letter or telex.

4. PAYMENT

(A) Credit Cards

- (i) If Alicom is charging for Services to a credit card, then at the time of registration, the customer's credit card will be charged a non-refundable agreed minimum amount. The amount of this credit will be determined between Alicom and the customer, and will be an estimate of the forecast monthly usage charges.
- (ii) At the end of any monthly billing cycle, the customer's account will only be charged if the customer has consumed the entire credit. At that time, the customer's credit card will be charged for usage in excess of the customer's predetermined minimum credit balance plus the minimum agreed amount.
- (iii) The customer will, within a reasonable period of time, receive a receipt via email for any charges posted to their credit card.

(B) Credit Accounts

- (i) Credit facilities will be provided, subject to satisfactory bank and other references, where charges for the Services exceed GBP 200/- per month (this minimum does not apply to businesses in the United Kingdom or Ireland).
- (ii) Credit will be provided at the discretion of Alicom and no explanation need be provided for refusal.

- (iii) Invoices will be delivered by email at the end of the monthly billing cycle.
- (iv) Customers, whose business is not in the United Kingdom or Ireland, must make payment by bank transfer on receipt of invoice. In any event this payment must be in Alicom's bank no later than the 15th of the month after the date of the invoice (i.e. no later than 15 December for an invoice dated 30 November).
- (v) Customers in the United Kingdom and Ireland may make payment by BACS or cheque presented to Alicom no later than the 15th of the month after the date of the invoice (i.e. no later than 15 December for an invoice dated 30 November).
- (vi) No payment may be made, directly or indirectly to any person or by any party other than Alicom for the use of any of Alicom's Services, except where agreed in writing between the parties.

5. DEPOSITS

- (i) Alicom reserves the right to request an advance deposit equal to the estimated cost of the customer's first month's charges.
- (ii) In exceptional circumstances including but not limited to a potential abnormal risk of loss to Alicom, the customer may be requested to make payment on an interim basis for charges that have accrued or are expected to accrue.
- (iii) Alicom may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Item 5.(ii) and the abnormal risk of loss has substantially increased since that notice was given or Alicom has reasonable grounds for believing that the subscriber intends to defraud Alicom.

6. RESTRICTIONS ON USE OF SERVICES

- (i) The Services may be used by the customer and such persons who have the customer's permission to use them.
- (ii) Customers are prohibited from using Alicom's Services or permitting them to be used for a purpose or in a manner that is unlawful or for the purpose of sending offensive messages.

7. CUSTOMER LIABILITY

- (i) The customer will be allocated unique user codes for all customer employees, staff and agents who have been authorised to use the Services.
- (ii) The Customer is responsible for all charges incurred through the use of the Service including all email, fax and telex transmissions bearing such user codes, and originating from their fax machines and/or computer terminals and/or email addresses, regardless of who made said email and/or fax transmissions.

8. CUSTOMER CONFIDENTIALITY

Unless a customer consents in writing or disclosure is pursuant to a legal power, all information held by Alicom regarding the customer, including email addresses and credit card details, is confidential and may not be disclosed by Alicom to anyone other than :

- (i) the customer;
- (ii) a person who, in the reasonable judgement of Alicom, is seeking the information as an agent of the customer;
- (iii) an agent of Alicom in the collection of the customer's debt, provided the information is required for, and is to be used only for, that purpose.

9. LIMITATION OF ALICOM'S LIABILITY

(A) In no event will Alicom, or its affiliates, agents or suppliers, be liable to the customer for :

- (i) any act or omission of a telecommunications carrier;
- (ii) defamation or copyright infringement and any and all related claims, losses, damages, judgements, expenses and costs (including but not limited to legal fees and expenses) arising from material transmitted or transmitted using Alicom's Services.

- (B) Alicom offers no warranties of any kind, expressed or implied for its Services provided under this agreement. Alicom disclaims any warranty or merchantability or fitness for purpose. This disclaimer includes loss of data resulting from delays, non-deliveries, wrong deliveries, and any Service interruptions however caused including but not limited to negligence of Alicom and its employees or by errors and omissions on the part of the customer.

10. SUSPENSION OR TERMINATION OF SERVICE

- (i) Either party may terminate this Agreement by providing the other with at least 30 days' written notice, which may be by email, fax, letter or telex.
- (ii) Alicom may terminate this Agreement at any time if there is any breach of this Agreement by the customer.
- (iii) Suspension or termination of Services in no way diminishes the customer's obligation to pay any amount due to Alicom.

11. GOVERNING LAWS

This Agreement is governed by the laws England.

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