

Order Acknowledgement

Upon receipt please check the details below, if there are any errors or omissions please contact us **immediately** on **08701 608600** alternatively modify this acknowledgement and fax back to 08701 602718

Customer:	Wingpath Limited	Quote No:	70262	27 December 2004
Floor:	6			
Invoice Address:	Eddeys Lane Headley Down BORDON Hampshire GU35 8HU			
Postcode:	GU35 8HU			
Country:				
Contact:	Frank O'gorman	Company Registration No:	2126469	
Tel No:	01428713624	Account/Agent code:		
Fax No:		Account Manager:	Nildram	
E-Mail:	Frank@wingpath.co.uk			

Service	Qty	Product Code	Sub Total (Set-Up)	Sub Total (Monthly)	Sub Total (Quarterly)	Sub Total (Annual)
Dsl500 Login wingpath Password klok2fiv Your login and password are for use once your ADSL service has been activated.	1	Dsl500	50.00	22.12		
Static Ip Address	1		0.00	2.98		
Totals:			£ 50.00	£ 25.10		
VAT (@17.5%):			£ 8.75	£ 4.39		
Total inc VAT:			£ 58.75	£ 29.49		
Initial Payment (Inc VAT):						£ 88.24

Installation Site	
Company	Floor
Building 6	Room
Street Eddeys Lane	Position
Town Bordon	Telephone number of ADSL line* 01428713624
County Hampshire	<i>*This must be an analogue BT Exchange line</i>
Postcode GU35 8HU	

*Requested Activation Date	
Date 06-01-2005	<i>* date subject to confirmation by BT</i>
Time of day	

Nildram Limited
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Stoke Mandeville
Bucks HP22 5BD

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support@nildram.net
accounts@nildram.net

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VAT No. GB 685 4275 01
Registered Office: Charter Court,
Midland Road, Hemel Hempstead,
Herts HP2 5GE
Registered in England No. 3299919

Promotion Details:**Real IP Version (S500R, S1000R & S2000R)****■ Number of IP addresses requested:**

0

■ Describe expected uses of IP addresses (workstations, network equipment, end users) and how many IP addresses for each use:**Additional Information:**

The Cancellation Of Any Nildram Accounts Owned By The Customer, That Are Not Being Re-graded And Are No Longer Required Once This Account Is Active, Is The Sole Responsibility Of The Customer.

This Adsl Service Is Offered For A Minimum 30 Day Term With 30 Days Written Notice Of Cancellation Thereafter. Nildram Adsl Services Provide Internet Access Only. Customers Will Still Receive, And Be Liable For, Bt Bills Covering Calls Over The Bt Pstn Service. Please Note Your Order Will Typically Be Fulfilled Within 7-10 Working Days Of Receipt, Subject To Availability.

Payment Details - Credit Card Details

Card Type	Visa	Card #	*****7597
Start Date	/	Expiry Date	05/2005
Issue #		Card Holder	F Ogorman

Please Note:

1. The information requested on this form is required by BT to configure the connection. It must therefore be both complete and accurate, as you may be liable to additional charges if the information given is incorrect.
2. Customers are advised to test any security alarm system connected to the telephone line after ADSL has been installed.
3. If you are converting from an ISDN type service (eg ISDN2 or OFFICE/Home Highway etc.) BT will charge you directly, on your BT blue bill, for any costs that are due regarding converting the line back to a normal PSTN line before activating ADSL.
4. Upon acceptance of this order the setup charge will be debited from the above credit/debit card or added to your existing 30 day account. Should the installation with Nildram Limited not be successful, the credit charge will be credited back as appropriate.
5. Upon successful activation of the selected service the initial monthly service charge will be debited from the above credit/debit card or added to the appropriate 30-day account. Subsequent monthly service charges will be debited on the monthly anniversary date of installation. Nildram reserves the right to debit continuous charges from the above card and any other card details you may provide from time to time without seeking further authorisation from yourselves

Nildram Terms and Conditions

These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP), which may be subject to change from time to time. It is the subscribers' responsibility to ensure that they comply with the latest edition of the AUP in force at any given time.

1. Service Charges and Payment

- 1.1 Customer agrees to pay Nildram Limited ("NL") charges, as specified within the service description within the Customers Order. NL reserves the right to modify its charges for the Service upon 30 days written notice, or the cancellation period of the relevant Service Agreement, whichever is the greater.
- 1.2 Service charges will be invoiced monthly, quarterly or annually as appropriate. If on account terms, payment must be received by NL within 30 days after the date of the invoice. NL may charge daily interest on outstanding amounts until payment in full is received at a rate equal to 4 per cent per annum above the Barclays Bank plc Base Lending Rate as current from time to time.
- 1.3 All sums due to NL under any Order are exclusive of Value Added Tax ("VAT"), and any other use or sales taxes, duties, or levies imposed by any authority, government, or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in force at the time of providing the Service and shall be paid by the Customer.

2. Duties and Responsibilities

- 2.1 Customer agrees to pay in accordance with NL's then current rates for maintenance and other service activities relating to the Service, if any, in accordance with NL's then current rates and to pay for loss or damage to equipment used in providing the Service due to Customer's actions.
- 2.2 Service will be furnished to Customer subject to the condition that they will not, nor will it permit others to use the Service for unlawful purposes or any purpose for which the Service was not designed including unauthorised use, obtaining or attempting to obtain service by rearranging, tampering with or making connection with any facilities of NL or by any deception, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever.
- 2.3 Customer will indemnify and save NL harmless from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by the negligent acts or omissions of the Customer or user which result in claims for damage to property and/or injury or death to persons, claims for libel, slander, invasion of privacy or infringement of copyright, or any actions brought pursuant to the provisions of the Data Protection Act, including any amendment, replacement, or re-enactment thereof for the time being in force, and invasion and/or alteration of private records or data arising from any information, data or message transmitted by Customer or its users, and claims for infringement of patents arising from the use of apparatus and systems of the Customer in connection with the Service furnished by NL.
- 2.4 Customer will be responsible for the content of any transmission over the Service and the connection of any non NL equipment to the Service.
- 2.5 Customer shall use its best endeavours to protect and keep confidential all NL software used by it and shall make no attempt to examine, copy, alter, "reverse engineer", tamper with, or otherwise misuse such software.
- 2.6 Customer shall comply at all times with all relevant statutory and licensing obligations in connection with accessing the Service.
- 2.7 Customer's right to use the Service are personal to Customer and its authorised users, non-exclusive and non-transferable.
- 2.8 Customer agrees to provide if required at their premises a suitable environment for any equipment necessary to provide the service. Customer agrees to permit reasonable access to NL employees, agents or contractors onto its premises whenever necessary for purposes of installation or repair of NL supplied equipment necessary to promote the service.
- 2.9 NL shall be responsible for i) installation of all NL supplied equipment necessary to provide Service, ii) all cabling for the connection of NL supplied equipment. Title to any leased NL equipment installed at the Customer's site, hereunder shall at all times remain with NL.
- 2.10 NL will maintain the Service and provide Customer and its authorised users of the Service such training, instructional material and other support service as deemed appropriate at NL's then current prices for such support services.

3. Warranties

- 3.1 NL warrants the Service provided will conform to NL's current service specifications. The Customer's sole remedy in the event of non-performance is resumption of the Service. NL's sole liability for any damages due to any defect or non-performance of the Service is limited to those actually proven as directly attributable to NL, limited to the monthly charges paid for the Service from the date said damages were incurred, but in no event more than three months of charges, subject to a ceiling of 10,000 pounds in the aggregate under this Agreement.

- 3.3 NL will not be responsible for any delay in or failure of the Service due to any occurrence beyond NL's control.

- 3.4 NL WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NL MAKES NO WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE FITNESS OR PURPOSE OF THE SERVICE OR MERCHANTABILITY.

4. Term and Termination

- 4.1 Either Party can terminate this Agreement in writing within the contract period once the minimum contract period has been completed. The minimum contract period is dictated by the billing period unless stated otherwise in the relevant Service Agreement.
- 4.2 NL shall not be required to give notice of beginning of its performance hereunder. NL reserves the right to disconnect the Service if the Customer does not fulfill its obligations under this Agreement.
- 4.3 In the event of default which include failure by Customer to pay any amounts; or failure by either Party to cure any breach of a term or condition in this Agreement within 10 days after written notice; or if an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented, or a bankruptcy order is made by either Party, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of either Party's assets or undertaking or a resolution or petition to wind up either Party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation); or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, the other party shall be entitled to terminate this Agreement without further liability, except that the Customer agrees to pay for all sums due up to the time of such termination.

5. General

- 5.1 All notices from either party to the other shall be sent by first class prepaid post.
 - 5.2 This Agreement may not be assigned, delegated, transferred or otherwise dealt with, without the prior written consent of NL. Customer authorises NL to assign or transfer this Agreement, including any and all billing and service provisioning activities, to any third party for Service to be provided outside the UK as necessary to enable NL to provide the service.
 - 5.3 No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen.
 - 5.4 This Agreement may not be waived, altered, or modified, except by a writing signed by authorised representatives of NL and Customer. No agent, employee or representative of NL or Customer has any authority to bind NL or Customer to any affirmation, representation or warranty unless such is specifically included in this written Agreement.
 - 5.5 The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
 - 5.6 This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the jurisdiction of the English Courts. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provision shall not be in any way affected or impaired thereby.
- THE PARTIES FURTHER AGREE THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THEM, AND SUPERSEDES ALL PROPOSALS, ORAL, OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SUBJECT HEREOF. THIS ORDER SHALL CUMULATIVELY CONTAIN THE ENTIRE CONTRACT BETWEEN THE PARTIES.

We are continually reviewing our Terms and Conditions in line with the services we provide to our customers. Should you have any comments to make concerning the contents, please contact us on comments@nildram.net.

Issue 3
November 2001

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Nildram Acceptable Use Policy

This policy must be read in conjunction with our Terms and Conditions, which may be subject to change from time to time. It is the subscribers' responsibility to ensure that they comply with the latest edition of the Terms and Conditions in force at any given time.

Introduction

We have adopted a philosophy that assumes the honesty and good intent of our subscribers, therefore our services are provided in as unrestricted a manner as possible to allow our users to have the richest Internet experience possible. We depend on the responsible conduct of our users to remain in a position to be able to do this.

We have created this Acceptable Use Policy (AUP) to protect our resources, and the resources of our customers and peering networks in order to provide a high speed network, high availability services and to ensure that as an ISP, we comply with all relevant UK laws. This AUP must be read in conjunction with our Terms and Conditions.

It is the responsibility of all users of the Nildram network and services to ensure that they comply with the latest edition of the AUP at any given time. The latest version of this document can be found here.

This AUP may be revised, without notice, at any time, at the sole discretion of Nildram Limited. Completion of the relevant application form, or connection to the service for the first time, is deemed to be an agreement to our Terms and Conditions and this AUP.

In the event of a breach of this policy, Nildram reserve the right to terminate all or part of any service with immediate effect, without recompense and delete any files held on our servers.

If you have any questions about any of our policies, please contact the Customer Service Manager at comment@nildram.net.

Compliance with UK Law

It is an offence under UK law to transmit, receive or store certain types of files. You may not use our services to store or transfer material of an indecent, offensive or otherwise illegal nature. If you do, you may be subject to prosecution by the UK authorities under the Computer Misuse Act 1990.

Warranties and Disclaimers

Our service warranties and the extent of our liability are explained fully in our Terms and Conditions.

By connecting to the Nildram network, you agree to hold Nildram harmless in the event of any legal claim regarding our services.

Security and privacy

Login names and passwords must be kept secret and not be communicated to any third party. Nildram must be notified immediately if they are compromised. Please keep a note of your password. If you forget or lose your password, you will need to contact support to have it changed.

Nildram will not guarantee the security or confidentiality of any data transmitted over our network. Where security or confidentiality is required, the customer must provide their own end-to-end security mechanism.

Internet access (dial-up/ADSL/leased-line)

Standard dialup accounts are for a single user only. Users may only have one dial up connection per account at any one time. You may not transfer or give out your connection details for others to use.

You are responsible for all traffic that is sent from your connection. It is therefore your responsibility to ensure that all software on your side of the connection is virus-free and up-to-date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers and proxy servers, must not be remotely exploitable.

If we find malicious traffic emanating from your connection, we have an obligation to our other customers and peering networks to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. We understand that in many cases, you may not be responsible for or aware of the problem, we will work with you to resolve the issue as efficiently as possible to restore normal service.

Messaging services

Messaging services covers any transaction involving software that transmits messages from one user to another, such as e-mail, IRC, instant messaging or Usenet. Users may not abuse, or make physical threats against, another person via any type of messaging service, or any other electronic media/service we provide.

Users must abide by the policies of any messaging or IRC networks they use. We will co-operate with the administrators of such networks to identify abusive users and restrict their access. Users are reminded that harassment, threatening or slanderous behaviour is prosecutable under UK law.

Users may not forge the sender address of any messages to appear to be from someone they are not.

e-mail

Users may not use our services to send unsolicited commercial e-mail (UCE, also known as 'Spam'). Nildram will block the mail services of any customer found to be sending such mail.

Opt-in mailing lists are allowed, where it can be proved that subscribers did opt-in and that a suitable opt-out mechanism is available.

Nildram reserve the right to remove any mail older than 60 days from the server. It is the customer's responsibility to ensure that mail is regularly collected and removed from Nildram's POP3 server. Nildram strongly advise against the use of the POP3 option to keep mail on the server. If a POP3 mailbox contains an excessive amount of mail, Nildram reserve the right to remove older mails from the mailbox to reduce its size.

Usenet (News)

Users may not "spam" or flood the Usenet with a single post to a large number of newsgroups which are not related to the topic of your article.

When using newsgroups, subscribers must comply with the globally accepted Usenet Acceptable use policy. A good place to refer to is Usenet.org.

Nildram Limited reserve the right to cancel any message posted to a news group if it is deemed to be of an unsuitable nature.

Web Space (Homepages)

By uploading to the homepages host, the customer will be deemed to have accepted and agreed to the Terms and Conditions of use of the Web space service.

You will be responsible for the content of your Homepages site, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. Nildram reserve the right, without notice or explanation, to remove material which does not comply with company policy, such as material of an adult nature or pirated software.

Nildram reserve the right to suspend any or all of the Homepages service at any time, without prior notice, explanation, or recompense.

Subscribers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via your Homepages site. Nildram reserve the right to suspend any sites containing such material.

The Web space included with your ADSL or dial-up account cannot be linked to a fully qualified domain name and does not provide for CGI scripts or access logs. Commercial Web Space, without these restrictions, is available on application for an additional charge.

Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as Webpage designers, working on your behalf. Nildram must be notified immediately if they are compromised. If someone were to gain access to your account password, they could tamper with files held on your site.

Technical Support will only be provided for uploading, downloading and viewing pages. No support will be provided for HTML authoring or page design.

The customer has sole responsibility for ensuring that any data is suitably backed-up. Nildram Limited will not keep backups of your pages. Nildram Limited will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

If the account is suspended for any reason, such as non-payment, access to the customer's homepage, both for viewing and uploading, may also be suspended.

On closing an account, the relevant data on this Web space will be deleted.

Web Space (Commercial)

By uploading to a Nildram commercial Web server, the customer will be deemed to have accepted and agreed to the Terms and Conditions of use of the Web space service.

You will be responsible for the content of your site, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. Nildram reserve the right, without notice or explanation, to remove material which does not comply with company policy, such as material of an adult nature or pirated software.

Nildram reserve the right to suspend any or all of a site, if it is deemed to be causing excessive load or traffic, is adversely affecting the performance of other sites on the server, or is being abused by an external entity. It is the customer's responsibility to ensure that their scripts aren't vulnerable to these problems.

The customer agrees not to advertise their Website via unsolicited commercial e-mail. Nildram reserve the right to suspend a site which has been 'spamvertised' at any time.

Nildram do not set hard quotas (a quota is the amount of Web space you have allocated) on commercial Web space. If you go over quota, your Website will continue to work, but you will be notified. It is your responsibility to ensure your quota exceeds your usage at all times. You may upgrade your quota at any time by contacting your account manager. If a site is excessively over quota, Nildram reserve the right to suspend the site.

Subscribers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via your Homepages site. Nildram reserve the right to suspend any sites containing such material.

Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as Webpage designers, working on your behalf. Nildram must be notified immediately if they are compromised. If someone were to gain access to your account password, they could tamper with files held on your site.

Technical Support will only be provided for uploading, downloading and viewing pages. No support will be provided for HTML authoring or page design.

The customer is ultimately responsible for ensuring that their site is suitably backed-up. Nildram Limited takes backups of the commercial servers for disaster recovery purposes only.

If the account is suspended for any reason, such as non-payment, access to the site, both for viewing and uploading, may also be suspended.

On closing an account, the relevant data on this Web space will be deleted.

Attempted security breaches

Any attempt to breach the security of any machine is forbidden. Attempting to do so will result in immediate account termination and possible further legal action. Users may not run any program that monitors network packet data or any program that compromises the privacy of network traffic.

It should be noted that attempting to breach security may lead to prosecution under the Computer Misuse Act 1990.

Non-Specific

Users may not mount an attack, by whatever means, against our system, or any other systems. Users may not run unauthorised mailing lists from, or through any of our machines, or mail servers.

Any IP addresses assigned to customers are owned by Nildram.

When using quota-based service, it is your responsibility to remain within your usage quota. Nildram reserve the right to delete files for over-quota users if disk space is affecting the normal running of the server.

Technical Support

Technical Support exists for the benefit of Nildram customers, providing support for questions relating directly to our services. Technical support is here to provide the best service possible to our customers, but can, at times, be stretched by having to answer unnecessary calls. When contacting Technical Support, please ensure that you have all relevant details to hand, including details of any specific error messages encountered. Please help us to help you.