

**IMPORTANT: PLEASE READ CAREFULLY BEFORE PURCHASING SERVICES FROM AML “TELECOMS”**

The terms and conditions set out below (the "Conditions") apply to the services owned, operated and controlled AML “Telecoms” which is a trading style of AML “Midlands” Limited (company number 5359509) whose registered office is Manor Court, Manor Farm, London Road, Shardlow, Derbyshire, DE72 2GR. Using the services and/or ordering any services from AML “Telecoms” you are deemed to have read and agreed to these Conditions.

The Services provided AML “Telecoms” are available only in the UK. By accepting these Conditions you warrant and represent that you are a UK registered national.

AML “Telecoms” may, at any time, change, modify, add to or remove part or all of these Conditions. We will notify you by email when there are such changes in the terms of conditions and without written grievances we will be deemed to constitute acceptance you of any such changes.

If you are a consumer, the terms set out within these Conditions do not affect your statutory rights.

**A. CONDITIONS RELATING TO YOUR USE OF THE WEBSITE OR ANY OTHER SERVICES OR SOFTWARE**

AML “Telecoms” endeavours to ensure that the information on the Website is correct and fairly stated, but here excludes liability for any error or omission. The Website is not part of a contract or licence save insofar as may be expressly agreed by AML “Telecoms”.

All designs, text, graphics and the compilation (meaning the collection, arrangement and assembly) of all content on the Website are the copyright of AML “Telecoms” and its licensors unless indicated otherwise. You may electronically copy or print portions of the Website for your own personal, non-commercial use. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance of the content on the Website is strictly prohibited. No links to the Website may be included in any other web site without express written authorisation from AML “Telecoms”.

Any link (be it a hypertext link or other referral device) used on the Website is provided solely for the use and convenience of the visitor. The link does not represent any endorsement or recommendation AML “Telecoms” and does not mean that AML “Telecoms” has any association with the linked site. AML “Telecoms” is not responsible for the content of any websites that have links with the Website or for the legal consequences of your entering into any contracts with the third parties that have these linked web sites. AML “Telecoms” does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred you as a result.

AML “Telecoms” will use your information, together with other information, including any which you provide to AML “Telecoms”, for administration, marketing and customer services. AML “Telecoms” will NOT disclose your details to parties outside the AML “Telecoms” group of companies or related companies except as described in our privacy policy.

AML “Telecoms” will NOT release your details to business partners. However, AML “Telecoms” may contact you by mail, telephone, email, SMS or fax to let you know about any AML “Telecoms” goods, services or promotions of the business partners which are considered relevant to the services provided to you by AML “Telecoms”.

AML “Telecoms” will not be liable for any loss, damage, expense, costs, delays or other liability whatsoever (including, without limitation, any financial losses such as loss of profit) which you may incur as a result of any event beyond AML “Telecoms” 's reasonable control (including without limitation any failure of transmission, communication, computer or other facilities or your inability to access the site for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium).

Nothing within these Conditions operates so as to exclude, limit or restrict AML “Telecoms” liability for death or personal injury.

These disclaimers, exclusions and conditions shall be governed and construed in accordance with the law of England and Wales. If any provision shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## B. GENERAL CONDITIONS RELATING TO THE PROVISION OF SERVICES

### **1 Definitions**

In the following Conditions unless the context otherwise requires the following terms shall have the following meanings:

"Bandwidth" the allocated transmission capacity, measured in bits per second, as specified in the relevant Contract;

"Bandwidth Provision" the provision of Bandwidth AML "Telecoms";

"Bankruptcy or Insolvency Proceedings" bankruptcy proceedings, sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed;

"Contract" the contract for the provision of Services between AML "Telecoms" and you incorporating these Conditions, the AML "Telecoms" Order Form (where completed and accepted AML "Telecoms") and (where applicable) the Price List or as set out in the applicable Separate Contract;

"Email Provision" the AML "Telecoms" secondary email service provided AML "Telecoms" as detailed on the Website from time to time;

"Fee" the fees (including any applicable VAT) due for the provision of the Services as set out in the Price List or, in the absence of provision in the Price List, the fees for the provision of the Services agreed between you and AML "Telecoms" as detailed in the applicable Order Form accepted AML "Telecoms" in writing;

"General Conditions" the general conditions relating to the provision of services set out in Section B of these Conditions;

"Hosting" the provision of hosting services AML "*Internet*";

"Hosted Service" a service that is hosted AML "*Internet*" under its Hosting Service;

"Intellectual Property Rights" any and all intellectual property rights and similar rights including, without limitation, patents, trademarks or trade names, service marks, brand names, registered designs, design rights, rights in databases, Know-How, copyrights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto and all extensions and renewals thereto;

"Know-How" any and all know-how, confidential information, experience, drawings, designs, source code, programmes, notes, flowcharts, other technical information including the benefit of obligations of confidentiality in relation thereto howsoever arising;

"Minimum Contract Term" any minimum contract term applicable in respect of the provision of Services as specified in the relevant Contract;

"Order Form" the AML "Telecoms" on line order form;

"Price List" AML "Telecoms" published charges for the provision of the Services from time to time;

"Separate Contract" any separate contract for the provision of Services entered into you and AML "Telecoms";

"Services" the AML "Telecoms" Service, the Domain Name Registration Service, Hosting, Bandwidth Provision, Email Provision, SMS Service, Telecom Service, Webcam Installation Service and any other service or facility provided to you AML "Telecoms" as detailed on the relevant Order Form and/or as accessed or used you via the Website;

"Site" the premises or location at which a Service is or is to be provided

"SMS Service" AML "Telecoms" facilitation of the sending and/or receipt of SMS messages via a web based interface;

"Specific Conditions" the specific conditions relating to the provision of specific categories of services set out in Section C of these Conditions;

"Telecom Service" the provision of number forwarding services AML "Telecoms";

"Webcam Installation Service" the provision of webcam installation and consulting services AML "Telecoms".

## **2 Basis of Provision of Services**

2.1 Save as provided in clauses 2.2 and 2.3 these General Conditions apply to each and any provision of Services to you AML “Telecoms” to the exclusion of all other conditions, agreements, understandings or arrangements not set out in the applicable Contract.

2.2 The applicable Specific Conditions are also included in each Contract for the provision of Services.

2.3 Certain Services are provided AML “Telecoms” on the terms of Separate Contracts. If you enter into a Separate Contract with AML “Telecoms” in relation to the provision of any Services the terms of that Separate Contract shall take priority over these Conditions. The Services in relation to which AML “Telecoms” currently uses Separate Contracts are server collocation, Webcam Installation, Telecom Services and the provision of virtual server accounts (which excludes standard hosting accounts).

## **3 Fees and Payment**

3.1 In consideration of the payment of the appropriate Fees, AML “Telecoms” will provide the Services. The appropriate Fees for the provision of Services are such Fees as are expressly agreed in writing you and AML “Telecoms” in respect of the Services or, in default of such agreement, such Fees as are calculated in accordance with the Price List in force at the time you submit your Order for the provision of the Services to AML “Telecoms”.

3.2 All Fees must be paid in full without set off or deduction in UK pounds sterling either

3.2.1 Please note that if you make payment cheque and your bank returns the cheque to AML “Telecoms” unpaid, you may be liable for an administrative fee of £25. AML “Telecoms” may also make an administrative charge for refunding credit card transactions.

3.3 Fees are quoted AML “Telecoms” (whether in the Price List or otherwise) exclusive of Value Added Tax. If Value Added Tax is applicable, you must pay it in addition to the quoted Fee at the rate prescribed law.

3.4 AML “Telecoms” reserves the right to increase the Fees for Services in respect of which it has entered into a Contract with you upon 14 days prior written notice to you.

3.5 Without prejudice to AML “Telecoms” other rights and remedies under these Conditions and/or at law, if any sum payable is not paid on or before the due date, AML “Telecoms” shall be entitled forthwith to:

3.5.1 withhold or, where provision of the Services has commenced, suspend the provision of Services to you; and/or

3.5.2 charge interest (both before and after judgment) at a rate of 4% over the base rate from time to time of HSBC Plc on the overdue sum; and/or

3.5.3 Charge you an administration fee in respect of time spent and costs incurred AML “Telecoms” in taking steps to recover payment of the due sums. AML “Telecoms” also reserves the right in respect of Hosting and domain name registration renewals to charge you a £25 reconnection charge if such services are suspended under this clause 3.5.

3.6 we reserve the right to attempt to recover monies for outstanding invoices by contacting the admin email address or owner email address for the account, or by any other contact details we have been provided pertaining to that account.

#### **4 Warranties**

4.1 AML “Telecoms” warrants that it will provide the Services with reasonable care and skill.

4.2 All conditions, terms, warranties and representations, whether imposed statute, operation of law or otherwise, that are not expressly stated in these Conditions are here excluded to the fullest extent permitted law.

#### **5 Intellectual Property Ownership**

All Intellectual Property Rights in and to the Services provided AML “Telecoms” are, as between you and AML “Telecoms”, the property of and shall vest in and be the property of AML “Telecoms”.

#### **6 Use of the Services**

6.1 You represent, undertake and warrant to AML “Telecoms” that you will use Services provided AML “Telecoms” only for lawful purposes. In particular, you represent, warrant and undertake that:

6.1.1 you will not use the Services in any manner which infringes any law or regulation or which infringes the rights of or, causes annoyance, inconvenience or needless anxiety to any third party, nor will you authorise or permit any other person to do so;

6.1.2 You will not use the Services to post, link to or transmit:

(a) Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;

(b) Any material containing a virus or other hostile computer program; and/or

(c) Any material which constitutes, or encourages the commission of, a criminal offence or which infringes any intellectual property right;

6.1.3 you will keep secure any identification, password and other confidential information relating to the Services and shall notify AML “Telecoms” immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information;

6.1.4 you will observe the procedures which AML “Telecoms” may from time to time prescribe and shall make no use of the Services which is detrimental to AML “Telecoms” 's other customers;

6.1.5 You will procure that the Services are used in accordance with all applicable legislation (including data protection legislation) and in a secure manner;

6.1.6 (If you are an individual), you are at least 18 years of age; and

6.1.7 (If you are a company), the Services will not be used anyone under the age of 18 years.

6.2 Whilst AML “Telecoms” will use reasonable endeavours to ensure the integrity and security of the Services, AML “Telecoms” does not guarantee that the Services will be error or interruption free or free from unauthorised users or hackers.

6.3 AML “Telecoms” may from time to time:

6.3.1 Temporarily suspend part or all of the Services without notice for the purposes of repair, maintenance or improvement. AML “Telecoms” undertakes to use reasonable endeavours to restore the Services as soon as possible after any such suspension;

6.3.2 Give instructions regarding the use of the Services which in AML “Telecoms” 's reasonable opinion are necessary in the interests of safety or to maintain or improve the quality of the Services provided AML “Telecoms” and any such instructions shall, whilst they are in force, be deemed to form part of the Contract between You and AML “Telecoms” ; and/or

6.3.3 Vary the technical specification of the Services for operational needs.

## **7 Termination**

7.1 AML “Telecoms” may terminate its Contract with you at any time, immediately upon written notice if you:

7.1.1 Breach any term of the Contract; or

7.1.2 Are subject to Insolvency Proceedings.

7.2 Either you or AML “Telecoms” may terminate your Contract at any time upon at least 30 days notice to the other expiring on the last day of the Minimum Contract Term (if any) or at any time thereafter. If no Minimum Contract Term is specified the notice to terminate shall take effect upon the last day of the notice period. In any event you must pay the Fees for all Services provided to you up to and including the date of termination.

7.3 AML “Telecoms” reserves the right to terminate any Contract at any time (notwithstanding any Minimum Contract Term) giving to you not less than 30 days prior written notice of termination. If AML “Telecoms” terminates your Contract under this clause 7.3 a it will refund any Fees that you have paid in advance for Services that, as a result of AML “Telecoms” 's termination of the Contract, you will not receive.

7.4 Termination and/or expiry of your Contract is without prejudice to any rights and/or liabilities accrued as at the date of expiration or termination.

7.5 On termination or suspension of Services under the Contract AML “Telecoms” shall be entitled to immediately block any website provided to You or hosted for You AML “Telecoms” as part of the Services and to remove all data located on it. AML “Telecoms” shall be entitled to delete all such data but AML “Telecoms” may, at its discretion, hold such data for such period as AML “Telecoms” may decide, to allow you to collect it at your expense, subject to payment in full of any amount outstanding under Contract and payable to AML “Telecoms” . AML “Telecoms” shall further be entitled to post such notice in respect of the non-availability of such website as AML “Telecoms” thinks fit.

## **8 Notices**

Any notice to be given you or AML “Telecoms” to the other may be sent either email, fax or recorded delivery to the address of the other party as appearing in the relevant Contract (or, in the case of AML “Telecoms”, as appearing on the Website) or such other address as either party may from time to time have communicated to the other in writing. If sent email a notice shall, unless the contrary is proved, be deemed to be received on the day it was sent or, if sent fax, shall be deemed to be served on receipt of an error free transmission report or, if sent recorded delivery, shall be deemed to be served two days following the date of posting.

## **9 Matters beyond AML “Telecoms” Reasonable Control**

AML “Telecoms” is not liable for any breach of Contract or any delay or failure in its performance of any of its obligations under a Contract when caused as a result of any matter beyond its reasonable control including, but not limited to, war, civil disorder, industrial disputes, adverse or extreme weather, acts of local or central government or other competent authorities or failure other service providers.

## **10 Liability**

10.1 AML “Telecoms” shall not in any way be liable for any loss of profits, anticipated savings, goodwill or business opportunity, for the loss, corruption or destruction of data, for injury to reputation or third party losses or for indirect, consequential or special loss or damage regardless of form of action, whether in tort (including negligence) contract, strict liability or otherwise and regardless of whether AML “Telecoms” knew or had reason to know of the possibility of the loss, injury or damage in question.

10.2 Nothing in these Conditions shall operate so as to exclude AML “Telecoms” liability for death or personal injury resulting from its negligence or for fraudulent misrepresentation.

10.3 AML “Telecoms” total aggregate liability under any Contract for any claim arising out of or in connection with the provision of the Services shall be limited to the Fees paid you in respect of the Services which are the subject of any such claim.

10.4 In any event no claim shall be brought against AML “Telecoms” unless you notify AML “Telecoms” of the claim within two years of it arising.

## **11 Indemnity**

You shall indemnify and hold AML “Telecoms” harmless from and against any breach you of these Conditions and/or the terms of any Contract and any claim brought against AML “Telecoms” a third party resulting from the provision of Services to you and your use of the Services other than in accordance with the terms of these Conditions and the applicable Contract.

## **12 Waiver**

The failure or delay of AML “Telecoms” to enforce or exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect AML “Telecoms” right later to enforce or exercise it. No single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.



### **13 Validity**

The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

### **14 Third Party Rights**

Nothing in this Agreement shall be construed so as to confer any benefit or impose any obligation upon any person who is not a party to it whether under the Contracts (Right of Third Parties) Act 1999 or otherwise.

### **15 Headings**

The headings in these Conditions are for ease of reference only and shall not affect the interpretation of the Conditions.

### **16 Language**

All documentation and correspondence in connection with this Agreement shall be in the English language.

### **17 Law and Jurisdiction**

The construction, validity and performance of these Conditions and each and every Contract is governed the law of England and Wales and the parties accept the exclusive jurisdiction of the courts of England and Wales.

## C. SPECIFIC CONDITIONS

### 18 Specific Conditions applicable to Domain Name Registration

18.1 You acknowledge that despite AML “Telecoms” acceptance of any order for a domain name AML “Telecoms” does not warrant or represent that the domain name you wish to register is or will continue to be available for use and registration and (save as provided in clause 4.1) accepts no liability in respect of the registration or failed registration of your domain name or your use thereof.

18.2 The registration and use of your domain name is subject to the terms and conditions of use applied the relevant naming authority including (but not limited to) those relating to renewal of registrations (see below). You must ensure that you are aware of those terms and conditions and that you comply with them.

18.3 AML “Telecoms” does not monitor and accepts no liability in relation to the renewal of the registration of your chosen domain name. It is your responsibility to arrange for the renewal of the registration of your domain name with the relevant naming authority as and when required. If you do not make such arrangements the registration of your domain name will lapse.

### 19 Specific Conditions applicable to Hosting

19.1 AML “Telecoms” makes no representation, gives no warranty as to and accepts no liability in relation to your use of the Hosting Service, the accuracy or quality of information received any person via the Hosting Service and/or any loss of or damage to any data stored or transferred via the Hosting Service.

19.2 Any access to other networks connected to the Hosted Service must comply with the rules appropriate for those other networks. This specifically, but not exclusively, includes NSFNET, GLOBIX, INSNET, XO, CLARA, GSX Networks, AML “Telecoms” Networks Limited, RIPE and Redbus Interhouse (UK) Limited.

19.3 Save as provided below the maximum amount of data transfer allowed through the Hosted Service (without incurring an excess charge) will be 500 megabytes per calendar month per 10 megabytes of server space leased. The maximum Bandwidth of any Hosted Service shall not exceed 64kbps at any time without prior written approval of AML “Telecoms”. Excess data transfer may be permitted at the discretion of AML “Telecoms” charged at £0.05 per megabytes over the monthly quota payable upon receipt of an AML “Telecoms” invoice.

19.4 If, as part of the Hosted Service, web space is provided free of charge, the total (all protocols) data transfer shall not exceed 200 megabytes per calendar month. Any excess will be entirely at AML “Telecoms” discretion and will be charged at £0.05 per megabytes over the monthly quota payable upon receipt of an AML “Telecoms” invoice.

### 20 Specific Conditions applicable to Email Provision, Telecom Services and SMS Services

20.1 AML “Telecoms” makes no representation, gives no warranty as to and accepts no liability in relation to your use of the Email Provision, Telecom Services and/or SMS Services the accuracy or quality of information received any person via the Email Provision, Telecom Services and/or SMS Services and/or any loss of or damage to any data stored or transferred via the Email Provision, Telecom Services and/or SMS Services.

20.2 AML “Telecoms” reserves the right to suspend any SMS account if it remains unused for a period of three months and delete any remaining credit balance, without refund. In the case where an account is active but credits remain unused after a period of twelve months or greater, AML “Telecoms” reserves the right to remove any unused credits from the balance of the account.

20.3 One message credit is consumed per message delivery or attempted delivery. AML “Telecoms” reserve the right to charge internetworking or network termination fees or to deduct messages from a sms account balance of equivalent value to any internetworking or termination fees due.

20.4 message credits are non-refundable under any and all circumstances.

20.5 inbound sms: in absence of any other agreement, AML “Telecoms” reserves the right to suspend any accounts where the amount of incoming or outgoing messages impinges on the provision of services to other users. In such instances the accountholder will be given an opportunity for compliance.

20.6 By purchasing our Voice over IP (VoIP) telephony services you understand that:

20.6.1 you may not get quality or reliability comparable to a conventional PSTN phone line and specifically, AML “Telecoms” does not offer any warranty or assurances of same;

20.6.2 The service may sometimes be unavailable as a result of circumstances beyond our control such as internet connections or other similar issues. Our services should not be used for accessing or attempting to access 999 or 112 type public emergency call services.

20.6.3 If you do connect to emergency services, we may not be able to pass your location details or number to the emergency operator - you must provide all information to the operator.

20.6.4 You may not be able to port your number away from AML “Telecoms” and in those circumstances where it is possible, a porting charge may be made by AML “Telecoms” .

20.6.5 The service is subject to different OFCOM regulations to that of a normal Publicly Available Telephone Service and that your rights for redress under such regulations may be affected.

If you have any complaints, questions or comments about this privacy policy or AML “Telecoms” use of your personal information, you can contact AML “Telecoms” at AML “Midlands” Limited, Manor Court, London Road, Shardlow, Derbyshire, DE72 2GR or email us at [Technical@amlltd.co.uk](mailto:Technical@amlltd.co.uk).