

## VENTURE ETHERNET SPECIFIC – TERMS & CONDITIONS

The Framework / Service Agreement, these Terms and Conditions and the Venture Fixed Terms & Conditions (together constitute the "Agreement") shall govern the relationship between The Subscriber and Venture with respect to the Services provided hereunder. Where a conflict exists between these Terms & Conditions and Venture's Fixed Terms and Conditions then these Terms will prevail.

### **1. Installation and Maintenance**

Where it is necessary for Venture or its suppliers to effect installation and maintenance of the Service at the Subscriber's site, the Subscriber agrees to provide full access and any technical/personnel help necessary for the installation and maintenance of the Service.

The Subscriber agrees to use any Venture or supplier Equipment and associated software in strict accordance with any instructions or software licence and Venture and its Suppliers will not be liable for any repairs whatsoever or howsoever arising other than as a result of normal and proper use.

### **2. Insurance**

2.1 The Subscriber shall be responsible for insuring any (if any) Venture and/or supplier Equipment on the Subscriber site against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the Equipment.

2.2 The Subscriber shall be responsible for insuring themselves against all loss or damage to data. In no event will Venture or its suppliers be liable for loss or damage to the data stored/transmitted on/using the Service.

### **3. Improper Use**

The supplied network and/or Service may only be used for lawful purposes by the Subscriber and the Subscriber agrees to be bound by the Acceptable Use Policy as detailed in Schedule 1 below in relation to the use of its service.

The Subscriber shall not (or authorise or permit any other party to) use the Service or the network for the transmission of any material which is in violation of any law or regulation, or which is defamatory, menacing, obscene, in breach of third party intellectual property right (including copyright) or in breach of trade secrets. Any breach of this clause shall be deemed to be a material breach of this Agreement and shall entitle Venture to terminate the Agreement forthwith and for this purpose it shall be irrelevant whether the Subscriber is aware of the content of any material so transmitted or not. Venture may suspend the Service without notice with immediate effect if in Venture's reasonable opinion the Subscriber is in breach of this clause.

The Subscriber acknowledges that Venture or its suppliers is unable to exercise control over the content of the information passing over the supplier connection and/or the supplier network and/or the Service, and Venture and its suppliers hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

The Subscriber hereby agrees to indemnify and hold Venture and its suppliers harmless from any claim brought by a third party resulting from the use of the supplier network and/or the supplier line and/or Service by the Subscriber, including but not limited to infringement of any intellectual property right of any kind, legislation or regulation. The Subscriber shall pay all reasonable costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded against Venture and/or its suppliers arising from such claims, and shall provide Venture and/or its suppliers with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Subscriber's sole expense. Such actions will be taken in consultation with the Subscriber.

### **4. Venture and Subscriber Service Agreement**

The Subscriber understands that its service agreement is exclusively between itself and Venture, that there is no privity of contract and therefore no contractual relationship between itself and Venture's supplier, and that where Venture's supplier acts it does so on behalf of the Venture.

### **5. Termination of Service**

5.1 If the Subscriber wishes to cancel the Agreement, giving 90 days written notice prior to the termination of the Minimum Term Venture will agree to accept such cancellation on the basis that the Subscriber shall pay any outstanding bills for telephone calls and /or line rental charges. If notification is not received from the Subscriber and the Subscriber continues to use the Service then the terms of this Agreement will continue to apply. Venture makes no charges directly associated with cancellation or termination. For the avoidance of any doubt: the Subscriber permits Venture to prohibit the transfer of all or part of the Service away from Venture whilst the Subscriber is in contract &/or monies are outstanding &/or no written notice has been provided.

5.2 The Subscriber may not disconnect or request the transfer of any line / Service away from Venture within its Minimum Term without the prior written consent of Venture. For the avoidance of any doubt the ownership of the Subscriber telephone numbers and BT lines is assigned to Venture for the duration of the Minimum Period

5.3 In the event that Venture agrees and the Subscriber gives Disconnection Notice to take effect (and resulting in disconnections) prior to the expiry of the Minimum Term for particular lines / Service concerned, the Subscriber will pay to Venture the following Termination Fee's prior to the numbers being terminated or transferred to another Service Provider.

5.4 Venture's standard line rental, until the end of the specified term, will be charged on each number within the fleet.

5.5 Projected value of remaining term call revenue. This will be calculated by taken a monthly average of the last 3 months actual call spend.

5.6 In early termination an administration / reconciliation fee will be charged, subject to the discretion of Venture based on projected value of remaining term call revenue.

5.7 Any equipment supplied free of charge or as part of the discount package will be the property of Venture and will be returned by the Subscriber & / or invoiced to the Subscriber at Venture's price list at time of early termination.

5.8 Any Connection Incentive given or line rental discount provided as part of a discount package may be subject to claw back.

5.9 In the event of the Network providing call data after the disconnection of the device the subscriber will be liable for all outstanding charges at any time after the disconnection date.

## Schedule – Ethernet Acceptable Use Policy

### **1. Introduction**

This policy sets out the rules that apply when you use services provided by Venture.

### **2. General**

You must not use Venture's services:

- a. for any unlawful purpose;
- b. to send, receive or store any material which is offensive, indecent, defamatory or menacing (as reasonably determined by Venture); or
- c. to send, receive or store any material which infringes copyright, trademark or other any other intellectual property law.

### **3. Email and Usenet News**

You may not use any Venture service to:

- a. send duplicative, unsolicited e-mail messages (commercial or otherwise), or to collect the responses from unsolicited email;
- b. send an offensive, indecent or harassing message to another user of the Internet, including any message which is offensive to people on the grounds of gender, race, colour or religion; or
- c. send messages for the purpose of fraud and/or with the intention of committing a criminal offence.

You must ensure that your use of mailboxes does not adversely affect the proper functioning of Venture's systems, including where mailboxes:

- a. receive large volumes of undeliverable mail;
- b. have forwarders set to other mailboxes where mail cannot be delivered, or have forwarders or auto-responders that generate circular loops.

If you run a mailing list using our services, you should comply with Linx Current Best Practice. You are responsible for keeping records to show that each subscriber/end-user has given their consent to their inclusion on the mailing list.

You must not breach any guidelines or restrictions of any news group. The following are expressly prohibited:

- a. excessive cross-posting, posting of irrelevant material or advertisements;
- b. posting binaries to non-binary news groups.
- c. Web Hosting

If you have purchased Venture's hosting services which include unlimited web-space, this web-space may be used for any legitimate website content but must not be used to store backups, downloads, archives or other non-web based content. Streamed multimedia content such as audio and video is acceptable, but links to HTTP download of this content is prohibited. You must only use scripts to produce web-based content

### **4. Internet Access**

You must not use your Internet connection, or allow or enable another person to use your Internet connection, to:

- a. attempt network scan, denial of service attack or any other possible hacking activities; or
- b. send any email that breaches section 2 of this Acceptable Use Policy.

You must not use our services to send data which has forged addresses or which is deliberately constructed to adversely affect remote machines. You must not configure your PC as an open relay system. You must ensure that any system you connect to the Internet conforms to all applicable Internet Engineering Task Force (IETF) standards.

### **5. Servers**

Where Venture provides you with dedicated access to a server, you are responsible for the activities and security of the server. Where you have purchased security service from Venture, Venture shall be only be responsible for the security measures described in your contract.

Venture may disconnect your server where:

- a. it is used to interfere or attempt to interfere with the service of others (including such use is result of virus infection);
- b. Venture reasonably believes that the server has been compromised; or
- c. where there is a sudden increase in the server's use of network capacity which impacts other servers on the network.

### **6. Suspension and Termination**

Your contract with Venture requires you to comply with this Acceptable Use Policy. If you do not do so, Venture may suspend or terminate your service.

Venture may run manual or automatic system tests (including scanning for open mail relays or unsecured proxy servers) to assess compliance.

Although Venture reserves its right to immediately suspend or terminate services which have been used in breach of this policy, provided that the breach does not require immediate remedy, Venture will usually contact you during business hours to inform you of the actions needed to resolve the issue before it suspends service. Otherwise, if urgent action is required, Venture will contact you after suspension to advise what actions you need to take to rectify the situation.

Restoration of any and all services suspended as a result of breach of this policy will be considered on a case-by-case basis. Venture will not restore a service where there is history of similar misuse:

You are responsible for keeping your contact details with Venture up to date. Where Venture is unable to contact you at an address you have given, it will address any email correspondence to „postmaster“ at your domain address/es.

**7. Internet Watch Foundation**

Venture abides by any „notice and take down“ recommendations communicated to Venture by the Internet Watch Foundation.

**8. Reports**

Please send reports of any suspected breach of this Acceptable Use Policy to [support@venturetelecom.co.uk](mailto:support@venturetelecom.co.uk)