

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In the Agreement, unless the context otherwise requires:
- “Installation work order” means GloTech’s standard form acceptance certificate which when signed is conclusive proof that the Customer is satisfied with installation of the Service;
- “Agreement” means the contract between GloTech and the Customer comprising the Order Form, these Terms and Conditions, the Price List and any other special terms and conditions agreed in writing by the Parties;
- “GloTech” means GloTech Enterprises Limited whose registered office is at 3 Sun Villas, Kolokotroni Street, Pissouri 4607, Limassol, Cyprus;
- “GloTech Website” means www.cyprusbroadband.com or such other address as is notified to the Customer from time to time;
- “Charges” means all amounts payable by the Customer to GloTech for the Service under the Agreement;
- “Customer” means the person and/or business other than GloTech by whom or on whose behalf the Agreement is executed or otherwise entered into;
- “Customer Apparatus” means any apparatus, and any software embodied therein not forming part of the Equipment (but which may be connected to the Equipment) and used by the Customer in conjunction with the Equipment in order to obtain or use the Service including without limitation personal computers, network interface cards and network interface adapters;
- “Default Interest Rate” means 4 per cent per annum above the base rate of Bank of Cyprus plc from time to time.
- “Due Date” means the due date for payment being on the day of equipment installation;
- “Emergency” means any event or circumstance which results or could reasonably be expected to result in a risk of personal injury or death or material damage to property;
- “Equipment” means all equipment supplied from time to time by or on behalf of the Rental Company to the Customer pursuant to the Rental Agreement in connection with the provision of the Service;
- “Internet” means the global data network comprising interconnected networks using the TCP/IP (Transmission Control Protocol/Internet Protocol);
- “Internet Address” means an Internet Protocol Address;
- “Law” means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which GloTech or the Customer is from time to time subject;
- “Rental Agreement” means the agreement entered into between the Customer and the Rental Company pursuant to which the Customer agrees to rent the Equipment from the Rental Company so as to enable the Customer to receive the benefit of the Service;
- “Rental Company” means the company with whom the Customer enters into the Rental Agreement in relation to the Equipment;
- “Minimum Period” means twelve months from the Service Commencement Date unless otherwise stated;
- “Order Form” means the order form attached hereto or, if none, such other method of order as the Customer shall have placed and GloTech shall have accepted;
- “Outage” means periods during which the Service is either not provided or is restricted;
- “Party” means the Customer or GloTech;
- “Planned Maintenance Outage” means an Outage for the purposes of network configuration changes, frequency changes, or any other reason in respect of which reasonable notice has been given to the Customer;
- “Price List” means GloTech’s price list from time to time available on-line and/or direct from GloTech;
- “Satisfactory Survey” means satisfactory results in GloTech’s sole opinion to any Survey;”
- “Scheduled Field Support Hours” means 08.00 to 1600 (GMT) Monday to Friday, excluding Bank and Public Holidays.
- “Scheduled Service Time” means 09.00 to 17.00 (GMT) Monday to Friday, excluding Bank and public Holidays.
- “Service” means the service provided by GloTech whereby the Customer may gain access to the Internet via a

Satellite Broadband telecommunications system and any other services and facilities provided by GloTech for the Customer in connection with the Service, all as set out in the Order Form;

“Service Commencement Date” means the earlier of: (i) where appropriate, the date the Installation work order; (ii) the date the Service is available for use by the Customer; or (iii) the date the Customer first uses the Service;

“Site” means the site detailed on the Order Form at which the Equipment shall be located or to which the Service shall be provided;

“Software” means the proprietary software supplied to the Customer by GloTech in connection with the Service;

“Survey” means any survey or other investigations carried out by GloTech or a Third Party that GloTech shall in its absolute discretion deem necessary prior to the installation of the Equipment and/or the provision of the Service;

“Target Service Commencement Date” means the target date (if any) the Parties agree the Service shall be ready for service as set out in the Order Form;

“Terms and Conditions” means these terms and conditions applicable to the Service;

“Third Party” means a person other than the Customer or GloTech;

“User Documentation” means such brochures, pamphlets and other documents, materials or information, if any, in relation to the Service and maintenance thereof and/or any Software as GloTech may publish or supply from time to time either on paper or on the GloTech Website;

“VAT” means value added tax as provided for in the Value Added Tax Law N.95(1)2000 and any supplement/amendments thereto replacing, modifying or consolidating it.

- 1.2 References to Clauses are to clauses in these Terms and Conditions.

- 1.3 References in the Agreement to:

1.3.1 “Customer” and “GloTech” shall include their respective successors and permitted assigns and their respective employees and agents;

1.3.2 A statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or re-enacted;

1.3.3 A “person” shall include any person, partnership, firm, company or organisation.

- 1.4 In the Agreement unless the context otherwise requires:-

1.4.1 Words in the singular include the plural and vice versa; and

1.4.2 Words importing any gender include all genders.

- 1.5 Headings are for convenience only and do not affect the interpretation of the Agreement.

- 1.6 The Customer’s undertaking not to do any act or thing shall be deemed to include an undertaking that the Customer shall not permit or suffer the doing of that act or thing.

**2. CONNECTION**

- 2.1 Subject always to the completion of a Satisfactory Survey, GloTech shall use all reasonable endeavors to connect the Equipment so that the Service shall be available by the Target Service Commencement Date but shall have no liability whatsoever for any delay in so connecting the Equipment where it has used reasonable endeavours to do so. An order may be cancelled by GloTech if it is not technically feasible to implement the Service by the Target Service Commencement Date.
- 2.2 The Customer shall at its own cost procure the provision to GloTech at all times of suitable accommodation, assistance, facilities and environmental conditions for the Equipment and all reasonably necessary electrical and other installations and fittings relating to the Equipment and shall ensure that any necessary preparation is effected before the Equipment is connected. In particular, the Customer shall ensure:
  - 2.2.1 provision of accommodation for the remote terminal indoor unit that forms part of the Equipment ("Indoor Unit") (6" x 17.5" x 17" x 15 lb/15 cm x 44.5 cm x 43 cm, 7 kgs) which should be close to the existing end device and may comprise any flat surface, free standing or on a flat shelf within a standard 19" (48cm) rack;
  - 2.2.2 that accommodation for the Indoor Unit must be as close as possible to the proposed location of the remote terminal outdoor unit that forms part of the Equipment ("Outdoor Unit"), and in any event not more than 30 metres distant, failing which the cost of additional cabling will need to be met by the Customer;
  - 2.2.3 the provision of a mains supply for the Indoor Unit at nominal 240v, 300 watts within 1.8 meters of the proposed location for the Indoor Unit and shall ensure the maintenance of the following environmental conditions around the Indoor Unit:
    - (a) Operating Temperature – 3-40 degrees Celsius;
    - (b) Humidity – 10% to 90% (non-condensing) 40 degrees Celsius.
  - 2.2.4 that cable containments (existing or new) for the IFL co-axial cable create a link between the Indoor Unit and the Outdoor Unit, failing which GloTech will surface mount and securely clip each link;
  - 2.2.5 That a suitably authorised representative of the Customer is available for demonstration of the Equipment and to provide an Acceptance of installation on the installation work order on the completion of the installation of the Equipment.
- 2.3 Subject to clause 2.2, GloTech shall use its reasonable endeavours to comply with the Customer's requests in respect of the siting of the Equipment but GloTech's reasonable decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment or part thereof shall be final and binding.
- 2.4 For the avoidance of doubt, the installation of the Service shall not require GloTech to connect the Service to the Customer's computer, computer server, or to the Customer's computer network generally, and consequently it shall be the sole responsibility of the Customer to complete this connection, and GloTech shall only be required to make the Service available to the Customer in the manner detailed in the Agreement so as to enable this connection to be effected by it.
- 2.5 Following connection of the Equipment the Customer shall without delay sign the Installation work order. If in the opinion of GloTech the Customer delays in signing the Installation work order GloTech shall have the right to issue a Self Certified installation work order. The original of each such Installation work order Self Certified Installation work order shall be retained by GloTech.
- 2.6 The Customer agrees that it shall have installed such Customer Apparatus, and that its computers will be at least the minimum specification, as instructed by GloTech or specified on the GloTech Website from time to time and

that it has completed a virus check prior to connection of the Service.

- 2.7 GloTech shall have no liability whatsoever where the Customer's inability to use the Service is due to incompatibility between the Customer Apparatus and the Equipment or the Service, or for any breakdown or failure in the Customer Apparatus, or for any incapability of the Customer Apparatus to use the Service.

**3. WAYLEAVE**

- 3.1 Where the Site(s) are under the sole control of the Customer:
  - 3.1.1 the Customer hereby irrevocably gives permission to GloTech, and their employees, agents or contractors on reasonable notice at such reasonable times to:
    - (a) execute any works on the property comprised in the Site(s) for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment;
    - (b) keep and operate the Equipment installed on, under or over the Site(s);
    - (c) enter the Site(s) to inspect any of the Equipment kept on, under or over the Site(s) or elsewhere;
    - (d) enter the Site(s) to inspect the Customer Apparatus where GloTech has reasonable reason to believe that such Customer Apparatus does not comply with the terms hereof and/or is not functioning properly but in accordance with Clause 5.4 hereof GloTech shall have no obligation to repair or maintain such Customer Apparatus; and/or
    - (e) enter the Site to remove any Equipment on termination of the Agreement for whatever reason.
  - 3.1.2 GloTech agrees with the Customer to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under this permission and to make good (to the reasonable satisfaction of the Customer) as soon as reasonably practicable any damage that GloTech, its employees, agents or contractors may cause to the Site(s). For the avoidance of doubt, GloTech shall not be liable for any redecorating work.
  - 3.1.3 the Customer warrants that:
    - (a) it is the current occupier of the Site(s);
    - (b) it is either the freeholder of the Site(s) or is a tenant of it under a lease expiring not before the expiry of the Minimum Period and any period after the Minimum Period during which the Agreement continues to be in effect; and
    - (c) it will not do or allow to be done at the Site(s) anything which might damage the Equipment in any way and that it will take all steps reasonably necessary to ensure that no one interferes with or tampers with the Equipment.
  - 3.1.4 the Customer shall provide a safe and suitable working environment for GloTech's employees, agents or contractors at the Site and shall not do anything or allow anything to be done which would prevent reasonable access to the Equipment.
  - 3.1.5 those wayleave terms set out in Clause 3.1.1 to 3.1.4 above shall continue in force while the Agreement remains in force and for a period of 60 days following cancellation or termination of the Agreement.
- 3.2 the Customer shall be responsible for obtaining any planning permission and approvals required by local

government authorities in respect of the physical mounting of the Equipment.

3.3 the Customer shall be responsible for obtaining the third party permission (if any) required for the installation and maintenance of the Equipment at the Site.

3.4 Where the Site is not under the sole control of the Customer it shall be the sole responsibility of the Customer to ensure that the relevant Site occupier/owner enters into, or agrees to be bound by, those wayleave terms set out in clauses 3.1.1 to 3.1.4, and GloTech shall be entitled to delay the installation of the Equipment until it obtains the appropriate confirmation/consent from the Site occupier and, for the avoidance of any doubt, GloTech shall not incur any liability whatsoever in the event that the appropriate confirmation/consent from the Site occupier is not forthcoming.

**4. PROVISION OF SERVICE**

4.1 Subject always to the completion of a Satisfactory Survey, and subject to periods of Planned Maintenance Outage and/or any other network Outages, GloTech agrees to provide the Customer with the Service for the duration of the Agreement, subject to the terms and conditions of the Agreement.

4.2 GloTech may (where relevant) allocate a password to the Customer to enable it to use the Service and the Customer shall be responsible and liable for all use of the Service through the Customer's password (whether authorised or otherwise, including without limitation all Charges incurred and any breaches of the terms of the Agreement). Other users of the Service through the Customer's password (whether or not authorised) will also be bound by the Agreement and, in particular, these Terms and Conditions as if they were the Customer. The Customer will keep its password confidential and will immediately notify GloTech if any unauthorised Third Party becomes aware of that password or of any other breach of security of which the Customer becomes aware.

**5. CUSTOMER APPARATUS**

5.1 Prior to installation of the Equipment the Customer shall ensure that it takes all necessary steps to back up and secure its information and data and GloTech shall have no liability whatsoever for any loss or damage to such information or data or any other loss or damage incurred by the Customer as a result of installation of the Equipment and the Service where such loss could have been avoided by backing up the data or information or where such loss did not directly result from the negligence of GloTech.

5.2 The Customer is responsible for obtaining all computer and other equipment or services necessary to enable the Customer to properly use the Service. The Customer shall be responsible for procuring that the Customer Apparatus is programmed, equipped, compatible and connected for use of the Service in accordance with GloTech's reasonable instructions and the specifications on the GloTech Website (as appropriate) from time to time. For the avoidance of doubt, where the Customer is adding the Service to a local network the Customer must check with its network administrator prior to connecting the Service.

5.3 The Customer shall ensure or procure that all Customer Apparatus complies with any relevant Law. GloTech reserves the right (so far as it is able) to disconnect any Customer Apparatus if the Customer does not fulfill its obligations under this Clause 5 or if, in the reasonable opinion of GloTech, such Customer Apparatus does not, or ceases to, conform or comply with any relevant Law or to applicable and material standards, or may cause the death of, or any personal injury to, any person, or material damage to property or materially impair the quality of any service provided by GloTech.

5.4 GloTech shall have no liability whatsoever for any loss or damage caused to the Customer Apparatus or incurred by the Customer arising as a result of the use of the Customer Apparatus in conjunction with the Service. The Customer acknowledges that GloTech shall not be responsible for the repair and maintenance of Customer Apparatus.

5.5 Without being under any obligation to do so, where GloTech in its sole discretion assists the Customer in the preparation of the Customer Apparatus or procures such assistance from a Third Party, the Customer shall pay GloTech's and/or such Third Party's charges therefor.

**6. CUSTOMER OBLIGATIONS**

6.1 To facilitate the provision of the Service the Customer shall as soon as reasonably practicable and at its own expense comply with all reasonable requests for information by GloTech or a relevant Third Party.

6.2 The Customer shall use all its reasonable endeavours to ensure that the Site is adequately staffed by the Customer's personnel and that such personnel co-operate with and assist GloTech during the Scheduled Field Support Hours so as to assist in the commissioning, troubleshooting and fault isolation in respect of the Equipment at the Site.

6.3 The Customer shall use all its reasonable endeavours to ensure that any identified faults with the Equipment are not caused by faults at the Internet or faults with the Customer Apparatus, and to determine whether the fault arises from the Equipment hardware or software, before reporting the fault to GloTech, and shall use all its reasonable endeavours to report to GloTech only those faults that relate to the Equipment, the Software or the Service.

6.4 For the duration of the Agreement and for 60 days thereafter the Customer shall grant and maintain and/or procure the grant and maintenance any rights and permissions necessary in order for GloTech to connect and maintain the Equipment at the Site(s), to provide the Service and to remove the Equipment following termination of the Agreement.

**7. NAME AND CUSTOMER DETAILS**

7.1 The Customer agrees to provide true, accurate, current and complete information on the Order Form and on all other documentation required to be completed by the Customer so as to enable it to receive the Service ("Customer Information"), and to notify GloTech immediately of any changes to the Customer Information and generally to maintain this information as required to keep it current, complete and accurate.

7.2 Any Internet Address allocated by GloTech to the Customer will at all times remain the sole property of GloTech and the Customer will have a non-transferable licence to use such address for the duration of the Agreement. In the event of the termination of the Agreement, for whatever reason, the Customer's licence to use the Internet Address shall automatically terminate and thereafter the Customer will not use such Internet Address.

**8. CHARGES AND PAYMENT**

8.1 In consideration for the provision by GloTech of the Service in accordance with the Agreement, the Customer shall on or before the Due Date pay GloTech (or as otherwise specified by GloTech) the Charges specified in the Order Form (or where none, as set out in the Price List) in accordance with these Terms and Conditions.

8.2 GloTech shall give the Customer not less than 60 days' advance notice of any increases in Charges. Such notice shall be given as set out in Clause 22.

8.3 The time for payment of all sums due to GloTech under the Agreement shall be of the essence of the Agreement.

8.4 If the Customer shall fail to pay any amount due under the Agreement by the Due Date, GloTech shall be entitled to charge to and receive from the Customer interest in respect of any such amount outstanding as at the Due Date at the Default Interest Rate (whether before or after judgment).

8.5 Such interest shall be payable from and including the day after the Due Date until and including the date of payment in full.

8.6 Such interest shall accrue day by day (notwithstanding termination of the Agreement) and shall be compounded quarterly.

8.7 The Customer shall reimburse to GloTech all costs and expenses (including legal costs) incurred in the collection

- of any overdue amounts and such costs and expenses shall continue to accrue notwithstanding termination of the Agreement.
- 8.8 All Charges expressed to be payable under the Agreement shall unless otherwise stated be quoted exclusive of VAT. VAT will be charged at the appropriate rate at point of billing date.
- 8.9 Payment of all sums due to GloTech under the Agreement shall be made by the Customer in full (without any set-off or deduction whatsoever) by standing order or at the sole discretion of GloTech by cheque, or by such other method as may reasonably be specified from time to time by GloTech. At the sole discretion of GloTech, GloTech may direct the Customer to make payments due under the Agreement to a third party.
- 8.10 Where payment is made by standing order GloTech will notify the Customer of any changes to such Charges. On proper termination of the Agreement the Customer shall be responsible for the cancellation of any standing order instructions or other authorisations for periodic payment to GloTech.
- 8.11 GloTech shall be entitled to carry out credit checks on the Customer. If at any time before or during the term of the Agreement the Customer fails to meet the standard of creditworthiness deemed acceptable by GloTech, GloTech shall be entitled:
- 8.11.1 to terminate the Agreement, in whole or in part forthwith on written notice to the Customer;
- 8.11.2 to require the Customer to make such regular instalment payments in advance on account of any future Charges as GloTech shall deem necessary;
- 8.11.3 to impose credit limits on the Customer in respect of Charges and to suspend the Service at any time when such limits are reached until payment in full of such outstanding Charges has been made; and
- 8.11.4 to impose such other measures on the Customer's right to use the Service as GloTech shall deem necessary
- In the event that the Customer does not act in accordance with GloTech's instructions as provided above, GloTech shall be entitled to terminate the Agreement forthwith. GloTech accepts no liability for the accuracy or otherwise of information provided to it from credit reference agencies.
- 8.12 GloTech reserves the right to charge a deposit to secure amounts payable by the Customer hereunder. Such deposit may be applied by GloTech against any outstanding Charges due by the Customer hereunder from time to time. No interest shall be payable on any such deposit.
- 8.13 In addition to the Charges the Customer shall be liable for all charges incurred from Third Parties while using the Service.

## 9. USE OF THE SERVICE

- 9.1 Without limitation the Customer undertakes not to use or permit anyone else to use the Service:
- 9.1.1 to distribute by any means computer viruses or worms to third parties;
- 9.1.2 such that the whole or part of the Service is interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Service is in any way impaired;
- 9.1.3 to send mail bombs (i.e., sending either many emails or very large emails to users with the express intention of annoying the recipient or to cause the systems of another Internet user to fail on receipt of such emails);
- 9.1.4 to post or transmit any material that encourages conduct that constitutes a criminal offence, gives rise to civil liability or otherwise violates any applicable local, national or international law or regulation;
- 9.1.5 to send or receive, use, possess, post, transmit or publish, any material which is unlawful, harassing, threatening, harmful, pornographic, vulgar, offensive, abusive, illegal, of an

- indecent, obscene or menacing character, blasphemous or defamatory of any person;
- 9.1.6 in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other Third Party rights;
- 9.1.7 to cause annoyance, inconvenience or needless anxiety to any person;
- 9.1.8 to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
- 9.1.9 to breach or attempt to breach the security of another Internet user without their prior consent or for any similar hacking purposes whatsoever;
- 9.1.10 other than in conformance with accepted Internet practices and practices of any connected networks;
- 9.1.11 in any illegal or unlawful manner or for any illegal or unlawful purpose, or in any way which is contrary to Law;
- 9.1.12 to transmit or post any chain letters or pyramid selling schemes;
- 9.1.13 in any manner which constitutes a violation or infringement of any person, firm or company or the rights thereof including, but not limited to, third party intellectual property rights or confidentiality;
- 9.1.14 to attempt any unauthorised access to any part or component of the Service or that of any third party to which it can connect via the Service or other directly or otherwise connected network.
- 9.1.15 to send unsolicited junk mail or bulk email for commercial or non-commercial reasons or to distribute lists to any person who has not given specific permission to be included in such a process;
- 9.1.16 to make nuisance calls or to download pornography;
- 9.1.17 to damage a system or block its access to the Internet;
- 9.1.18 to forward or block headers and/or addresses or any other action, the purpose of which is to hide the Customers' true identity or discredit a third party;
- 9.1.19 to subscribe third parties to subscription-based email lists unless the Customers has express permission to do so;
- 9.1.20 to post binaries i.e., data such as images, sound clips, etc., to newsgroups except those specifically created for binary postings;
- 9.1.21 to attempt to gain unauthorised access to other computer systems or to interfere with another person's use and enjoyment of the Service or another person's use and enjoyment of similar services or similar hacking activities;
- 9.1.22 to post or transmit any material that encourages conduct that constitutes a criminal offence, gives rise to civil liability, or otherwise violates any applicable local, national or international law or regulation;
- 9.1.23 to attempt to circumvent user authentication or security of any host, network, or account including, but not limited to, accessing data not intended for the Customer, logging into a server or account that the Customer is not expressly authorised to access, or probing the security of other networks; or
- 9.1.24 to execute any form of network monitoring which will intercept data not intended for the Customer.
- 9.2 The Customer acknowledges and agrees that GloTech neither endorses the contents of the Customer's communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom, or any crime facilitated thereby.
- 9.3 The Customer agrees that in the event that it has any right, claim or action against any other Internet user arising out of the use by the Customer of the Service, then

- the Customer will pursue such right, claim or action independently and without recourse to GloTech.
- 9.4 If the Customer (or anyone other than the Customer, using the Customer's password, with or without the Customer's knowledge or approval) uses the Service in contravention of the Agreement, GloTech shall at its discretion be entitled to suspend the Service and/or terminate the Agreement.
- 9.5 GloTech reserves the right to block access to and/or to edit, refuse or remove any material which in its reasonable opinion it determines may give rise to a breach of Clause 9.1. Notwithstanding the aforesaid, GloTech shall have no obligation to monitor the Service for such material. GloTech further reserves the right to filter e-mails and to remove any e-mail containing, or suspected by GloTech of containing, a virus and/or any e-mail which GloTech in its absolute discretion considers to be an "e-mail spam".
- 9.6 Title, ownership rights and intellectual property rights in and to the content accessed using the Service is the property of the applicable content owner and may be protected by applicable copyright or other Law. The Agreement gives the Customer no rights in or to such content.
- 9.7 In relation to the Service the Customer shall not exceed any limits relating to the use of bandwidth or capacity or the connection of Customer Apparatus or any other limitation imposed on it as part of any package or promotion under which the Service is provided to the Customer or as may be notified to the Customer by GloTech from time to time. In the event that the Customer exceeds, or continues to exceed, any such limits, GloTech shall at its sole discretion be entitled to suspend the Service, impose an increased level of Charges upon the Customer, and/or terminate the Agreement.
- 9.8 The Customer is not entitled to sell or to agree to transfer all or any part of the Service to any Third Party.

**10. EQUIPMENT USE AND WARRANTY**

- 10.1 The Equipment shall remain the property of GloTech until paid for in full, excluding any Agreement where the equipment has been supplied on a rental basis wherein the Equipment and all associated ancillary items supplied shall remain the sole property of Glotech and no transfer of title shall be deemed to apply.
- 10.2 Glotech warrant the Equipment for a period of one full calendar year from date of installation and shall provide the Customer with non chargeable repair services or replacement Equipment during this period.
- 10.3 Glotech will endeavor to use all reasonable methods to ensure that repair or replacement of faulty Equipment is carried out in a timely manner during any warranty period, however Glotech cannot be liable for loss of service or be deemed to be liable to provide compensation in any form when such repair or provision of replacement Equipment is not possible due to circumstances beyond their reasonable control.
- 10.4 The Equipment warranty as defined in Clause 10.2 and/or any Equipment warranty beyond the period defined in Clause 10.2, made in writing by Glotech to the Customer under separate Agreement to the original contract, is strictly subject to the Customers full adherence to all clauses of these terms and conditions.
- 10.5 GloTech may, at its own discretion, modify, substitute, renew or add to the Equipment from time to time at its sole discretion provided that such modifications, substitutions, renewals or additions shall not materially and/or adversely affect the Service.
- 10.6 The Customer shall be responsible for ensuring at all times the safe keeping and proper use of the Equipment at the Site and shall be liable for any loss or damage to the Equipment. In particular (but without prejudice to the generality of the foregoing and without limitation) the Customer covenants:-
- 10.6.1 to comply with all reasonable instructions as GloTech or the may notify to the Customer from time to time;
- 10.6.2 not to (and to ensure that no other person shall) sell, let, transfer, dispose of, add to, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the

- Equipment or suffer any distress, seizure or execution to be levied against any of the Equipment or otherwise do anything prejudicial to GloTech's rights in the Equipment;
- 10.6.3 to keep the Equipment at the Site and stationary at all times;
- 10.6.4 not to cause the Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of GloTech and to permit GloTech or their representatives to inspect or test the Equipment at all reasonable times;
- 10.6.5 not to do anything or knowingly to allow to subsist any circumstance, matter or thing, which is likely to damage the Equipment or detract from or impair its performance or operation;
- 10.6.6 not to remove, tamper with or obliterate any words or labels on the Equipment or any part thereof;
- 10.6.7 at the request of GloTech to produce evidence to GloTech and or its agents that it has effected and is maintaining suitable insurance in respect of relevant risks in accordance with standard industry practice relating to such Equipment;
- 10.6.8 to use all its reasonable endeavours to ensure that it operates the Equipment in a skillful and proper manner and will keep the Equipment in good order, repair and condition; and
- 10.6.9 notwithstanding the preceding provisions of this clause 10.2, in the case of an Emergency, to take whatever steps as are reasonably necessary to safeguard the Equipment and to notify GloTech as soon as possible of the circumstances of such Emergency.

- 10.7 The Customer shall immediately notify GloTech of any loss or damage to the Equipment.

**11. SUSPENSION OF SERVICE**

- 11.1 GloTech may at its sole discretion elect forthwith to suspend provision of the Service until further notice on notifying the Customer either orally (confirming such notification in writing) or in writing in the event that:
- 11.1.1 GloTech is entitled to terminate the Agreement;
- 11.1.2 GloTech exercises its rights under Clauses 7.7.3, 9.4 or 9.7; or
- 11.1.3 GloTech is obliged to comply with an order, instruction or request of Government, an emergency services organisation, or other competent administrative authority.
- 11.2 Any exercise by GloTech of its right of suspension in respect of an event referred to in Clause 12.1 shall not exclude GloTech's right subsequently to terminate the Agreement.
- 11.3 In the event of an Emergency, GloTech may at its sole discretion interrupt or suspend its obligations hereunder for so long as the Emergency lasts (but no longer) without giving any notice to the Customer but shall notify the Customer as soon as reasonably practicable following the start of the interruption or suspension and shall use its reasonable endeavours to minimise the period of such interruption or suspension. The Customer shall have no claim against GloTech for any suspension of the Service pursuant to this Clause 12.
- 11.4 Where the suspension is implemented as a consequence of the breach, fault or omission of the Customer, the Customer shall reimburse GloTech for all reasonable costs and expenses incurred in connection with the implementation of such suspension and/or the commencement of the provision of the Service as appropriate.

**12. TERM, CANCELLATION AND TERMINATION**

- 12.1 Save as otherwise agreed, the Agreement will commence on the earlier of the date of signature hereof by both Parties, the date on which the Customer completes any other acceptance procedure after having loaded the Software, or the date on which the Customer starts using the Service, and shall continue for the Minimum Period and thereafter unless and until terminated by either GloTech or the Customer giving to the other not less than 30 days' written notice expiring at any time after the Minimum Period.
- 12.2 Where, prior to connection of the Service, a Satisfactory Survey (if required) cannot be completed or is unsuccessful, or the Customer cancels the Agreement, the Customer shall pay such cancellation Charges as may be published by GloTech from time to time in the Price List or as agreed in writing by the Parties.
- 12.3 GloTech shall be entitled to terminate forthwith if:
- 12.3.1 the Customer fails to make any payment when it becomes due to GloTech or defaults in the performance or observance of any obligation under the Agreement or any other agreement with GloTech or a Group Company and (in the case of a remediable breach) fails to remedy the breach within 7 days thereafter; or
  - 12.3.2 the Customer is unable to pay its debts as they fall due or a voluntary arrangement is approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against the Customer or if (the Customer being a company) a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed in respect of any of the Customer's assets or a resolution or petition to wind up the Customer is passed or presented (whether compulsory or voluntary) 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 obtain a winding-up order or if GloTech reasonably believes the Customer is unable to pay the Charges as they fall due; or
  - 12.3.3 the Customer provides GloTech with any false, inaccurate or misleading information for the purpose of obtaining the Service; or GloTech is precluded from providing the Service by Law or by the decision of any competent judicial or regulatory authority; or
  - 12.3.4 the Customer fails to meet the standard of creditworthiness as set out in Clause 7.7 or if the circumstances set out in Clauses 9.4 or 9.7 occur; or
  - 12.3.5 GloTech suspects on reasonable grounds that the Customer may have committed or be committing any fraud against GloTech or any Third Party.

Nothing in this Clause 12.3 shall limit GloTech's ability to terminate the Agreement as set out elsewhere in the Agreement.

- 12.4 The Customer shall be entitled forthwith by written notice to terminate the Agreement:
- 12.4.1 if the Customer notifies GloTech in writing (which notification must be sent by recorded delivery post) that the Customer does not consent to any amendment or variation to the Agreement pursuant to Clause 22, provided that continued use of the Service following the expiry of any notice given by GloTech pursuant to Clause 22 or failure to terminate the Agreement within 7 days of the date of GloTech's said notice will be deemed to constitute acceptance of the Agreement as amended or varied and the Customer shall not be entitled to terminate the Agreement under this Clause 12.4.1; or
  - 12.4.2 prior to the expiry of the Minimum Period, provided the Customer shall have paid in advance all Charges due and payable to GloTech hereunder together with all rental

charges in respect of the Equipment pursuant to the terms of the Rental Agreement and all other Charges and rental charges that would have been due and payable to GloTech for the remainder of the Minimum Period.

- 12.5 The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination.
- 12.6 If notice is given by GloTech pursuant to clause 12.3 to terminate the Agreement, the Customer shall pay all Charges (together with all rental charges in respect of the Equipment due pursuant to the Rental Agreement otherwise due up to the expiry of this notice, together with all Charges and rental charges that would have been due and payable to GloTech for the remainder of the Minimum Period.
- 12.7 On termination of the Agreement for whatever reason the Customer shall immediately cease using the Service and the Software and shall destroy all copies of the Software in its possession. The Customer shall have no further right to use the Service or the Software or to access information stored as part of the Service. The Customer shall permit GloTech on reasonable notice to enter the Site(s) to remove the Equipment.

**13. WARRANTY DISCLAIMER**

- 13.1 Due to the effect of contention ratios and the general nature and workings of the Internet, the Customer hereby acknowledges that it is not always practicable for GloTech to be able to deliver, on demand and at all times, bandwidth in connection with the Customer's use of the Service that corresponds with the bandwidth agreed with the Customer on the Order Form and/or designated in the User Documentation. Accordingly, the Customer hereby acknowledges that it is reasonable and appropriate for GloTech to include the following warranty disclaimers and limitations.
- 13.2 Save as expressly provided herein, GloTech makes no warranties or representations, whether express or implied, in relation to the Service including, but not limited to, implied warranties or conditions of completeness, non-infringement, merchantability, accuracy, satisfactory quality and/or fitness for a particular purpose.
- 13.3 GloTech makes no warranty that the Service will meet the Customer's requirements or that it will be uninterrupted, timely, secure or error-free, save that GloTech will use its reasonable endeavours (so far as it is able) to ensure that the Service will be operated in an efficient and reliable manner.
- 13.4 No warranty is given by GloTech as to the results that may be obtained or as to the accuracy or reliability of any information obtained through the Service.
- 13.5 The Customer expressly agrees that the use by it of the Service is at its sole risk and the Customer understands and agrees that any material and/or data downloaded or otherwise obtained through the use by the Customer of the Service is obtained at the Customer's own discretion and risk and that the Customer will be solely responsible for any damage to its computer system or any loss of data that results from the Customer downloading such material and/or data.
- 13.6 No advice or information, whether oral or written, obtained by the Customer through the Service shall create or be deemed to create any warranty not expressly made herein.
- 13.7 The Customer acknowledges that GloTech has no control over the information which can be accessed by using the Service and that GloTech does not examine the use to which the Customer or other customers put the Service or the nature of the information that the Customer or other customers are sending or uploading. Accordingly, GloTech shall not be liable in any way for the transmission or reception of such information of whatever nature.

**14. LIMITATION OF LIABILITY**

- 14.1 Where GloTech deems a Survey necessary it shall have no liability to perform any obligation under the Agreement until a Satisfactory Survey has in its sole opinion been successfully completed.
- 14.2 Save as otherwise provided herein and subject to Clause 15.4, GloTech shall have no liability under the Agreement other than in respect of:
- 14.2.1 death or personal injury arising from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by GloTech or any other liability of GloTech which cannot by Law be excluded or restricted; or
- 14.2.2 direct physical damage to the Customer's property or premises to an amount not exceeding £5,000.00 (five thousand pounds) in respect of any one event or series of connected events where such damage arises directly from the negligence of GloTech, its employees, agents or contractors while acting in the course of their employment by GloTech; or
- 14.2.3 any direct loss or damage not covered by Clauses 15.2.1 or 15.2.2 and caused by the negligence, wilful default and/or wilful misconduct of GloTech, its employees, agents or contractors while acting in the course of their employment by GloTech, save that the aggregate liability of GloTech in these circumstances shall not exceed the sums paid by the Customer to GloTech in respect of the Charges in the [six (6)] months immediately preceding the relevant event or series of events.
- 14.3 The total liability of GloTech under this Agreement in respect of all claims whatsoever and howsoever arising shall not exceed £5,000.00 (five thousand pounds).
- 14.4 Without prejudice to the generality of Clauses 15.2 and 15.3 GloTech excludes all liability for loss or damage to the Customer or its business due to unauthorised access, breach of security or attack via the Internet and/or the Service to the Customer's business systems, data, information or other materials. It shall be the sole responsibility of the Customer to protect itself in such manner as it thinks fit from such unauthorised access, breach of security or attack.
- 14.5 In addition, GloTech shall not be liable in contract, tort (including liability for negligence), or otherwise for loss or damage, whether direct or indirect, of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data, loss of operating receipts or margins, loss of clientele, goodwill, value or reputation, the cost of substitute facilities or equipment, downtime costs, or costs of stoppage, interruptions or suspensions of activities, or for any other indirect, incidental or consequential loss whatsoever, irrespective of whether GloTech was aware of the possibility of such loss or damage.

**15. INDEMNITY**

- 15.1 The Customer agrees to reimburse and compensate GloTech and their respective contractors, officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including reasonable legal fees, suffered or incurred by GloTech and arising out of any breach of these Terms and Conditions by the Customer, the infringement by the Customer (or by any other person using the Customer's password, whether with or without its consent) of the Service, the infringement by the Customer of any intellectual property or other right of any person or entity, or any other liabilities arising out of the Customer's use of the Service. In particular, but without limitation, the Customer agrees to reimburse and compensate GloTech and their respective contractors officers, directors and employees, for any liability, claims, costs and expenses, including reasonable legal costs, suffered or incurred by GloTech and that arise from the Customer transmitting or posting material through the Service that is in breach of the Customer's obligations as detailed in clause 9.1.5, i.e., unlawful, defamatory, offensive, obscene, etc.

**16. HELPDESK**

- 16.1 GloTech will maintain and operate, during the Scheduled Service Times, a helpdesk to receive calls from Customers and to qualify reported faults.
- 16.2 During the Scheduled Field Support Hours, GloTech will make available appropriate field service support, with a local field engineer making contact with the Customer in order to ensure that the reported fault is resolved as soon as reasonably practicable thereafter.
- 16.3 GloTech will be responsible for providing, either itself or through any of its agents or contractors, maintenance, repair and replacement services for the Equipment and the Software for the duration of the Agreement.
- 16.4 Glotech reserve the right, at its sole discretion, to implement a reasonable charge for support services provided to the Customer at any time where the Customer is requesting and/or has received service outside of the normal terms of the Agreement.

**17. IMPORT AND EXPORT CONTROL REGULATIONS**

The Parties hereby acknowledge that the Service may comprise equipment, software, services, technical information, training materials or other technical data which are subject to applicable import and export controls imposed or administered by the United States of America Department of Commerce and/or any other relevant authorities, or its equivalent in any country in which the Equipment is to be installed under the terms of the Agreement, which authorities may impose any such controls including, but not limited to, the import and export of technical data, equipment, software and know how. Accordingly, the Customer may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with such import and export controls and other applicable laws and regulations.

**18. ASSIGNMENT**

- 18.1 The Customer shall not assign or delegate or otherwise deal with all or any of its rights or obligations under the Agreement.
- 18.2 GloTech shall have the right to assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity.

**19. FORCE MAJEURE**

- 19.1 GloTech shall not be liable for any breach of its obligations under the Agreement where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including without limitation, by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law and accident (or by any damage caused by any of such events).
- 19.2 Where an event of force majeure as set out in Clause 20.1 above continues for more than 60 days either Party may terminate the Agreement by giving no less than 30 days' written notice to the other Party.

**20. ENTIRE AGREEMENT, WAIVER AND SEVERANCE**

- 20.1 The Agreement represents the entire understanding between the Parties in relation to the subject matter herein and supersedes and extinguishes all other agreements or representations made by either Party, whether oral or written.
- 20.2 If any provision of the Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.
- 20.3 No waiver by GloTech of any default of the Customer under the Agreement shall operate or be construed as a waiver by GloTech of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by GloTech to the Customer shall in any way release, discharge or otherwise affect the liability of the Customer under the Agreement.

**21. VARIATION**

- 21.1 GloTech reserves the right to amend or vary the Agreement from time to time by giving the Customer thirty days' written notice thereof provided always that notice of variations in the Charges shall be given in accordance with Clause 7.2. Notwithstanding Clause 22 such notice requirement may (without limitation) be satisfied by the posting of the amendments and/or variations on-line on the GloTech Website and the Customer is therefore strongly recommended to check the GloTech Website regularly.
- 21.2 The Customer may terminate the Agreement subject and pursuant to Clause 14.4.1 if it does not wish to be bound by such amendments or variations.
- 21.3 GloTech may at any time improve, modify or otherwise alter the Service in the event that:
- 21.3.1 the services provided to GloTech by its network provider are altered; or
  - 21.3.2 in GloTech's reasonable opinion the Service should be altered for reasons of quality of service or otherwise for the benefit of GloTech's customers as a whole; or
  - 21.3.3 technical or regulatory reasons so require;
  - 21.3.4 it is otherwise necessary or desirable to do so in the reasonable opinion of GloTech.
- 21.4 GloTech shall consider and, if it sees fit, consent to a request by the Customer to vary the Service. Where such consent is given GloTech shall use its reasonable endeavours to vary the Service in the timescales quoted to the Customer but shall have no liability whatsoever for any delay in so varying the Service. In these circumstances the Customer shall pay to GloTech the Charges (varied as appropriate) as set out in the Price List or as otherwise agreed in writing.

**22. NOTICES**

Unless otherwise stated within the Agreement, notices to be given to either Party shall be in writing and shall be delivered by hand, electronic mail (other than for the purpose of legal process), sent by fax with confirmation by post or pre-paid first class post to the Customer at the Customer's address or number specified in the Order Form or to GloTech at its address or number as specified in the Order Form or if none, at its registered address. Any such notice shall be deemed to have been received by the other Party at the time of delivery if delivered personally, four days from the date of posting (and in proving such service it shall be sufficient to prove that such communication was properly addressed, stamped and put in the post), and at the time of transmission if sent by facsimile provided the facsimile report is available. Any communication by electronic mail shall be deemed to have been received on the business day on which the notice is first stored in the other Party's electronic mail-box.

**23. DATA PROTECTION**

- 23.1 GloTech may use any information supplied by the Customer for its own administrative and customer service purposes or for any other purpose required by Law. Without limitation GloTech shall be entitled to disclose information provided by the Customer to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider.
- 23.2 In order to maintain quality and for training purposes GloTech may monitor and record telephone conversations with the Customer.
- 23.3 Unless the Customer otherwise notifies GloTech in writing, GloTech may:
- 23.3.1 use information provided by the Customer for market research purposes or to supply the Customer with information about other products or services available from GloTech or its Group Companies;
  - 23.3.2 provide information supplied by the Customer to Third Parties for market research purposes or to enable them to supply the Customer with information about their products or services;
  - 23.3.3 communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of GloTech's customer base (including the Customer) but does not describe or reveal the identity of any particular customer to any Third Party; or
  - 23.3.4 make the Customer's name, domain names and Internet Address(es) available as part of a public directory enquiry service.
- 23.4 GloTech will also be entitled to provide information concerning the Customer's activities whilst using the Service if it is requested to do so by the police or regulatory or government authority in investigating illegal activities. Similarly, GloTech will disclose a Customer's personal data if it is compelled to do so by law, or to protect and defend the rights or property of GloTech or, in extreme circumstances, to protect the personal safety of other users of the Service or the public generally.

**24. GOVERNING LAW**

The Agreement shall be governed by and construed in accordance with Cyprus law and the Parties agree to submit to the exclusive jurisdiction of the Cyprus Courts.