

Internet services

General terms & conditions

1 Scope

These General Terms and Conditions of Business govern the use of all Internet access and Internet services provided by OryxAlign Limited (hereinafter referred to as «OryxAlign»).

2 OryxAlign Performance

2.1 Content and Scope of the Service

a) The content and scope of the individual Internet services are described in the relevant subscription agreement that together with product/servicespecific terms and conditions and these General Terms and Conditions of Business provide the basis for the Contractual relationships between the Customers and OryxAlign.

b) OryxAlign provides the services listed in the subscription agreement within the bounds of its technical and operational possibilities, in so far as the Customer provides suitable equipment (hereinafter referred to as «Subscriber Equipment»).

2.2 Security Precautions by OryxAlign

- a) OryxAlign takes precautions to protect its network from unauthorised access by third parties. However, complete protection from unauthorised access by third parties cannot be guaranteed. OryxAlign cannot be held liable for such unauthorised access.

2.3 Drawing upon Third-Party Services

- a) To fulfil its Contractual obligations, OryxAlign may call upon the services of third parties at any time.

3 Performance/Obligation by the Customers

3.1 General Provisions

- a) The Customers are responsible for using the Internet services in a legal manner that is compliant with the Agreement (see in particular clause 5 hereinafter) and for paying for these services on time (see in particular clause 4 hereinafter). When ordering, registering and in other business transactions with OryxAlign, the Customers are obliged to provide true and accurate information.

3.2 Customer Equipment

- a) If the customers are supplying equipment they will be responsible for setting up the Equipment and for ensuring that such equipment functions properly, is maintained and legally compliant. OryxAlign provides no guarantee that the usage of the Internet services is possible with all Subscriber Equipment and Customers' settings.

3.3 Customers' Security Precautions

- a) The Customers must select suitable passwords and change them regularly, or if they suspect misuse. Passwords must be kept carefully and should be transmitted encrypted via digital media. The Customers themselves have sole responsibility for the usage of the passwords.
- b) The Customers are to protect their Subscriber Equipment and data from unauthorised access by third parties and will take action,
- c) using current state-of-the-art procedures, to prevent breakdowns in or damage to equipment belonging to OryxAlign, or third parties (e.g. due to the spread of computer viruses, worms or Trojan horses, etc.), in so far as this is part of general usage, or if there are indications that unauthorised access from the Customers' Subscriber Equipment is being made to third party systems.
- d) Should a Customer's Subscriber Equipment cause breakdowns in or damage to OryxAlign equipment or third-party equipment, OryxAlign can stop its services immediately without notice and/or claim damages.



- e) OryxAlign reserves the right to check the Customers' Subscriber Equipment for security defects and take necessary steps to prevent or eradicate breakdowns or damage to OryxAlign, or third-party equipment, or demand that such steps be taken by the Customers. The Customers must take such steps demanded by OryxAlign. If a malfunction cannot be eradicated in any other way, the Customers must modify the Subscriber Equipment at their own cost, or stop operating such equipment.

3.4 Responsibility for Use of the Connection

- a) The Customers are responsible for any usage of their Internet services – even for usage by unauthorised third parties. Customers must in particular pay for any charges incurred as a result of usage of their Internet services.
- b) Should an OryxAlign body or employee be prosecuted in criminal, or civil courts, or at administrative tribunals due to illegal usage of the Internet service by the Customer or a third party, or due to usage that is in infringement of the Agreement, the Customer responsible shall indemnify the body or person affected from any liability whatsoever and shall be liable for the damages caused.

3.5 Data Backup

- a) The Customers are solely responsible for making a backup of their data.

4 Invoicing & Payment Terms

4.1 General Provisions

- a) The Internet services will be invoiced to the Customer. The amount shown on the invoice must be paid on the due date shown on the invoice, or within the payment deadline stated.
- b) Once the payment deadline has elapsed, the Customers are automatically in default of payment. Till this date the Customers may raise objections to the invoice in writing and stating their reasons. Should the Customers fail to do so, the invoice is considered accepted. Should such objections only concern a part of the invoice, OryxAlign may demand that the Customers pay the part of the invoice that is not objected to on time.

4.2 Payment Default

- a) If the Customers have either not paid the invoice by the due date, or within the payment deadline stated, or have not raised objections to the invoice in writing and given reasons, OryxAlign can, after unsuccessful warning of such action, disrupt provision of the services for all Agreements concluded with the Customers, take other steps to prevent damage and/or give notice on the Agreement without adhering to a period of notice and without paying compensation. OryxAlign can invoice charges for issuing payment reminders and the Customers must pay all costs incurred by OryxAlign due to the default in payment. This also applies where payment is made by direct debit procedures. If during a direct debit procedure the Customer's account has insufficient funds, OryxAlign can charge an administration fee of at least £20 in each case.

4.3 Advance Payment & Security

- a) Should OryxAlign be uncertain that the payment terms stated in the Agreement will be adhered to, or should possibly the collection of receivables be impeded, OryxAlign can demand advance payment or a security. If the Customers do not pay the advance or provide security, OryxAlign is entitled to take the same steps as it would in the case of default in payment. Interest will be paid on securities provided in the form of cash at the interest rate for savings accounts. OryxAlign may offset all Customer receivables with the securities furnished.

4.4 Offsetting

- a) The Customers may not offset OryxAlign receivables with any counterclaims.

5 Content Matter Of Information; Illegal Usage And Usage In Infringement Of Agreement, Misuse

5.1 Content Matter of Information

- a) The Customers are responsible for the content matter of the information (data in any form, voice data, etc.) that is transmitted by OryxAlign or that OryxAlign processes, or which Customers give third parties access to.



OryxAlign is not responsible for such information, or for information that the Customers receive, or information that third parties disseminate or provide access to via the Internet.

5.2 Illegal Usage and Usage in Infringement of Agreement

- a) The Customers are responsible for ensuring their Internet services are used legally and in compliance with the Agreement. They are not allowed to use Internet services to alarm or personally harass third parties, or to prevent proper usage of other Internet access, or to misuse such services for another illegal purpose or purpose that is in infringement of Agreement. Customers are not permitted to send mass advertising via a Internet service, or such action is only permitted where it can be proved that there is a commercial relationship between the Customers and the recipients of their e-mails, or if the data used (e.g. e-mail addresses) has been collated in what is known as a «double opt-in procedure» (in other words the entry of the mail recipients in the mailing lists of the Customers sending the mass advertising, must have been expressly confirmed by the mail recipients when asked by the Customer).

5.3 Steps against Misuse

- a) Should there be justified indications of illegal usage of a Internet Service, or should such illegal usage be reported by persons or bodies affected or an official body, or should a final judgement have been made on such illegal usage in a court of law, OryxAlign is entitled to disclose the data belonging to the Customer responsible for the misuse, or to disclose such data to the official authorities responsible, inform the police and/or other bodies about the incident, to request the Customers to use the services in a legal manner and in compliance with the Agreement and furthermore to cease provision of services without advance warning, to dissolve the Agreement without adhering to a period of notice and without providing any compensation and/or if applicable to claim for damages.
- b) OryxAlign can take the same steps, if it has reason to suspect that the Customers are infringing or will infringe the Agreement, or if the Customers have provided inappropriate or incomplete information when concluding the Agreement.
- c) Should OryxAlign give notice on the Agreement for one of the abovementioned reasons, the Customers are still liable for payment in accordance with the regulations governing the premature cessation of the Agreement.

6 Customer Data

6.1 General Provisions

- a) In handling data, OryxAlign complies with the current legislation, in particular with telecommunications and data protection legislation. OryxAlign only captures, stores and processes data required for the fulfilment of Contractual obligations, for managing and developing the relationship with the Customer, for guaranteeing a high level of service, for the security of operations and infrastructure and for invoicing purposes.
- b) The Customers consent to OryxAlign obtaining information about the Customers as part of the conclusion and the management of the Agreement. If a OryxAlign service is provided in conjunction with third parties, or should the Customers receive services from third parties via the OryxAlign network, OryxAlign may forward data about the Customers to third parties, in so far as such forwarding is necessary to provide such services, or collect payments. Data that is collated as a result of using the Internet services operated by OryxAlign, can be used for customised OryxAlign offers and/or by selected third parties.

7 Intellectual Property

7.1 For the term of the Agreement, the Customers will receive the nontransferable, non-exclusive right to use OryxAlign services and products.

7.2 OryxAlign, or third parties authorised by OryxAlign, have all rights to existing intellectual property, or intellectual property received as part of fulfilment of the Agreement concerning OryxAlign services and products.



8 Availability of the Network

8.1 OryxAlign provides a high level of availability of its network, cannot however give any guarantee that their network will operate without any interruptions or malfunctions.

8.2 OryxAlign reserves the right to carry out maintenance work on its network at any time which can lead to interruptions in operation. OryxAlign also reserves the right to temporarily block certain Internet services to combat spam and damaging codes (e.g. viruses, worms, Trojan horses, etc.).

8.3 No assurances or guarantees can be given about the availability, quality, operation or support services for voice, or data traffic, on the networks, or lines of other Internet providers.

9 OryxAlign Liability

9.1 General Liability Clause

- a) OryxAlign is not liable for consequential damage, or for loss of profit or data as a result of any malfunctions of an internet service. It is also not liable for damages incurred as a result of illegal usage. OryxAlign will not pay any costs for the Customers' services, or for third parties commissioned by the Customers to find and/or eradicate any malfunctions of an Internet service. Customers will also pay any costs for OryxAlign services provided to find and/or eradicate any malfunctions of an Internet service, in so far as the cause of such malfunction is the result of the defects in, or the improper handling of the Subscriber Equipment used by the Customers.

9.2 Force Majeure

- a) OryxAlign is not liable if the provision of the services is interrupted, partially restricted, or impossible as a result of force majeure. Force majeure is for example considered natural phenomena of significant intensity (avalanches, floods, etc.), conflicts, terrorism, strikes, unexpected official restrictions, power cuts, computer viruses, worms, Trojan horses etc.

9.3 Information, Purchase of Goods, etc.

- a) OryxAlign gives no assurance of and accepts no liability for, or no guarantee for information being accurate, complete, up to date, legal and expedient, available or delivered on time, that is accessible, or made accessible, via the Internet access and
- b) OryxAlign will not repay any charges and accepts no liability for damage caused from downloading.
- c) Should the Customers use their access to purchase goods or services provided by third parties, OryxAlign is not the Contractual partner for such transactions, unless otherwise explicitly agreed.
- d) OryxAlign accepts no liability whatsoever, or guarantee for the services or goods purchased ordered via the Internet access, even if OryxAlign collect payments for receivables owed to third parties by the Customer.

10 Effective Date, Term and Cessation of the Agreement

10.1 The Agreement between the Customer and OryxAlign for internet services commences as per the date detailed in the Subscription Agreement.

10.2 The Subscription Agreement and/or specific product and service terms will state the minimum Agreement term and the regulations on giving notice on the Agreement. If customers terminate the Agreement before the end of the agreed term the Customers owes OryxAlign payment for the remaining period. If the termination of the Agreement only affects some of the services provided by OryxAlign, the Contractual provisions for the rest of the services still apply.

11 Amendments to Agreement

11.1 OryxAlign reserves the right to cease providing certain Internet services and modify services, prices, service descriptions and the current Terms and Conditions of Business at any time.



11.2 Should a minimum agreement term have been agreed, the Customers are entitled to terminate the Agreement ahead of time without any financial consequences from the date that price increases come into force and/or substantial amendments to the Agreements are made. If the Customers do not terminate the Agreement, the price increases and amendments to the Agreement are considered as accepted by the Customers. Should taxation and fiscal charges change (for example VAT), OryxAlign is entitled to adjust its prices accordingly. In such cases, the Customers have no right to terminate the Agreement prematurely.

12 Assignment of Rights and Obligations

12. 1 Without prior consent from OryxAlign, the Customers may not assign any rights and obligations from this Agreement to third parties.

13 Applicable Law and Place of Jurisdiction

13.1 These conditions are governed by and shall be construed in accordance with the Laws of England and both parties submit to the exclusive jurisdiction of the English Courts.

