



5 RINGS TELECOM LTD

Website Terms of Use

1. Definitions

References on this website and in these Terms of Use to:

"Content" means any text, software, database, format, graphic and written work and all other materials (i) developed by, or on behalf of, us which form part of this website; and/or (ii) provided on or through this website with the permission of the third party owners.

"Intellectual Property Rights" mean (i) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or not); (ii) applications for registration and the right to apply for registration for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

"Terms of Use" mean these terms of use setting out the terms on which you may use this website.

"we" or **"us"** or **"our"** mean 5 Rings Telecom Limited a limited company incorporated in England and Wales, under registration number 6074158 whose registered office is One Jubilee Street, Brighton, East Sussex BN1 1GE and by whatever trading name(s) may be used from time to time. We are registered for VAT purposes under registration number 902 3507 61. We are also registered with the Information Commissioner in compliance with the Data Protection Act 1988 under registration number Z9980795.

"you" or **"your"** mean a user of this website.

In these Terms of Use, the heading used for each paragraph does not affect its interpretation. Except as otherwise provided in these Terms of Use, any reference to an enactment is a reference to that enactment as amended, extended, applied or re-enacted from time to time and includes references to any subordinate legislation made under that enactment. "Enactment" includes any legislation in any jurisdiction. References to persons include an individual, a body corporate and an unincorporated association of persons.

2. Access to this Website

2.1 By accessing this website, you agree:

- 2.1.1 that you will access its contents solely for your own private use.
- 2.1.2 to comply with all applicable laws and regulatory requirements relating to your use of this website.
- 2.1.3 to comply with all reasonable instructions we give you relating to this website.
- 2.1.4 not to use this website to distribute any information or data in contravention of any regulation or legislation (including, but not limited to, regulation or legislation governing financial services, money laundering or anti-terrorism).

2.2 You are responsible for all telecommunications charges relating to your use of this website.

3. Intellectual Property Rights

We (or our suppliers or third parties who have granted us permission to reproduce their material on this website) own all Intellectual Property Rights in the Content and this website. Nothing in these Terms of Use gives you any right, title or interest in the Content or this website and you do not acquire any such right, title or interest through your use of the website. If you need third party software to use this website, you agree to obtain a licence of that software at your own expense. Please also read the Copyright notices which apply to the Content and this website.

4. Material Provided by You

4.1 You agree to ensure that all material you send or upload to this website (including, but not limited to, e-mails, text, graphic files, still or moving images, or responses to any questionnaire available through this website) ("**Your Material**") is legal, decent and truthful, complies with all laws and regulations, does not infringe the Intellectual Property Rights or other rights of us or any third party, is not defamatory, unreliable or misleading or otherwise objectionable and is free of bugs, worms or viruses.

4.2 You are solely responsible for Your Material. If we consider that any part of Your Material exposes us to the risk of a claim or complaint by a third party, we may block access to all or part of this website and remove all or part of Your Material. You must provide all reasonable assistance in this respect.

4.3 You agree not to use this website to advertise or sell any goods or services to other users of this website.

4.4 You agree not to publish any information or personal data relating to a third party.

5. No Warranties

We give no express or implied representation or warranty (whether statutory or otherwise) in respect of this website or the Content (including, without limitation, as to their condition, satisfactory quality, performance or fitness for purpose) and all such representations and warranties are excluded except to the extent that their exclusion is prohibited by law.

6. Limitations and Exclusions of Our Liability

6.1 We cannot guarantee that this website will operate in accordance with your expectations or will be error free. We are not obliged to update this website but we may do so from time to time and we reserve the right to modify, restrict access to or close this website at any time.

6.2 From this website you may be able to access websites operated by others. We do not endorse those other websites nor do we accept responsibility for their content or for damage or loss you may suffer arising out of accessing those websites, including, but not limited to, damage or loss arising from your use of documents or other information found on those websites. We do not monitor or maintain these links. Please read all copyright and legal notices on each site before downloading or printing items to ensure that you are permitted to do so under the third party site's copyright notices, legal notices or terms of use.

6.3 Subject to clause 6.6, our liability to you in connection with this website (whether arising from negligence, breach of contract or otherwise) is only to take such actions as are reasonably required (in our sole discretion) in order to:

- 6.3.1 remove or delete data entered in error, or
- 6.3.2 remove or delete data that is the subject of dispute, or
- 6.3.3 correct data entered in error.

6.4 We are not liable to you for any loss of profits, business or data or for any indirect, special, incidental, consequential, punitive or exemplary loss, liability or costs (whether arising from negligence, breach of contract or otherwise) regardless of whether it was foreseeable or not.

6.5 To avoid doubt, we are not liable for any damage or loss that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with accessing or using this website, Your Material or the Content.

6.6 Nothing in these Terms of Use excludes or limits our liability for fraud or for death or personal injury arising from our negligence or that of a partner, associate, consultant or employee of 5 Rings Telecom Limited or that of our agents or subcontractors or for any other matter in respect of which it would be unlawful or in breach of regulation (including, but not limited to, self-regulation) to limit or exclude liability.

7. Online Privacy Policy

7.1 Our on-line Privacy Policy is available on this website and forms part of the terms on which you may use this website. You acknowledge that we may process the personal data you provide if you use this website. Our on-line Privacy Policy sets out the basis on which we may use that data and you agree to its terms.

7.2 You and (subject to the above paragraph) we will each comply with applicable data protection legislation in performing obligations under these Terms of Use and other sections of these Terms of Use.

8. General Provisions

8.1 We reserve the right to vary or amend these Terms of Use from time to time. We will notify you of any such amendment by posting the relevant amendment to this website. Any changes shall take effect upon posting to this website.

8.2 Our rights under these Terms of Use and other sections of these Terms of Use:

- 8.2.1 may be exercised as often as necessary;
- 8.2.2 are cumulative and not exclusive of rights or remedies provided by law; and
- 8.2.3 may be waived only in writing and specifically.

8.3 Delay in the exercise or non-exercise of any such right is not a waiver of that right.

8.4 If a provision of these Terms of Use is or becomes illegal, invalid or unenforceable in any jurisdiction, that does not affect:

- 8.4.1 the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Use or of another section of these Terms of Use; or
- 8.4.2 the legality, validity or enforceability in other jurisdictions of that or any other provision of these Terms of Use or of another section of these Terms of Use.

8.5 Nothing in these Terms of Use is to be taken to constitute a partnership between you and us, nor constitute either of you or us the agent of the other for any purpose.

8.6 A person who is not a party to these Terms of Use may not enforce any of the terms under the Contracts (Rights of Third Parties) Act 1999.

8.7 A failure by you or us to enforce a provision of these Terms of Use or a breach of a provision by the other or default by the other in performing a provision does not constitute a waiver and does not prevent you or us from subsequently enforcing that provision or from acting on such breach or a subsequent breach of the provision by the other party or default by the other party in performing that provision.

9. Governing Law

9.1 This site is targeted at UK residents only. If you are not a resident of the UK **DO NOT USE THIS SITE**. In listing your place of residence and delivery address in our application form, you are representing to us that you are a resident of the UK. This is a representation on which we rely prior to accepting your offer to purchase our services.

9.2 These Terms of Use shall be governed by and interpreted in accordance with English law and we and you each submit irrevocably to the exclusive jurisdiction of the English Courts.

10. Intellectual Property Notice

We are the proprietor/exclusive licensee of the 5 Rings Telecom trade mark and get-up in the UK. All other trade marks, brand names, product names and titles and copyrights used in this site are trade marks, brand names, product names or copyrights of their respective holders. No permission is given by 5 Rings Telecom in respect of the use of any of them and such use may constitute an infringement of the holder's rights.



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