



Network 79 Limited

Office 6b KPC House, Canterbury Road, Ashford, Kent. TN24 0BP

Tel: 01233 270270

Email: admin@n79.net

Ashford Fibre - OFNL Terms and Conditions

This broadband provision Agreement (this "Agreement") is between Network 79 Ltd. Trading as Ashford Fibre, a registered company in England and Wales with its registered address office at Office 6b KPC House, Canterbury Road, Ashford, Kent. TN24 0BP ("Network 79") and the person (individual or legal person or legal entity) whose signs Network 79's service order and set up form (the "Order") incorporating this Agreement by reference ("Customer"). This Agreement governs Customer's use of Network 79's broadband service.

1. Services

Subject to the terms of this Agreement, and contingent on Customer's satisfaction of Network 79's credit approval requirements, Network 79 agrees to provide the Broadband services described in the Order for the fees stated in the Order.

2. Term

The initial service term of the Agreement shall begin on the date that Network 79 generates an e-mail message to Customer announcing the activation of the Customer's account (the "Service Commencement Date") and shall continue for the number of months stated in the Order (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew unless Network 79 or Customer provides the other with written notice of non-renewal through email to hello@ashfordfibre.net. The Initial Term and any Renewal Term may be referred to collectively in this Agreement as the "Term."

For clarification, the below products are subject to their respective terms. Any products sold by Network 79 Ltd not included on this list are subject to the continuation for the number of months stated in the Order (the "Initial Term"), or 30-days. Whichever is the longer.

Ultrafast Fibre (OFNL) - 3-month rolling contract
Openreach Broadband services – 12-month rolling contract

3. Payments

(a) Fees

Fees are payable in advance on the first day of each billing cycle. Customer's billing cycle shall be monthly, annually, bi-annually, or tri-annually as indicated on the Order, beginning on the Service Commencement Date. Network 79 may require payment for the first billing cycle before beginning service. If the Order provides for credit/debit card billing or Direct Debit, Customer authorizes Network 79 to bill subsequent fees to the credit/debit card or direct debit mandate on or after the first day of each successive billing cycle during the Term of this Agreement; otherwise Network 79 will invoice Customer via electronic mail to the Primary Customer Contact listed on the Order. Invoiced fees may be issued on or before the 1st day of each billing cycle, and the fees shall be due on the 14th day following invoice date, but in no event earlier than the first day of each billing cycle.

Network 79 Limited

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Payments must be made in Pounds Sterling unless otherwise agreed. Customer is responsible for providing Network 79 with changes to billing information (such as credit card expiration, change in billing address) at its option, Network 79 may accrue charges to be made to a credit/debit card until such charges exceed £10.00 GBP. Network 79 may charge interest on overdue amounts at the higher of 5% of invoiced value or GBP £1. Network 79 will suspend the service without notice if payment for the service is overdue by five (5) days. Fees not disputed within thirty (30) days of due date are conclusively deemed accurate. Customer agrees to pay Network 79's reasonable reinstatement fee following a suspension of service for non-payment, and to pay Network 79's reasonable costs of collection of overdue amounts, including collection agency fees, attorney fees and court costs.

(b) Fee Increases

Network 79 Ltd. trading as Ashford Fibre; reserves the right for mid-term price increases. These price increases, as per Ofcom regulations;

Will be sent to you via email and electronic ticket at least 30-days prior to your next monthly payment
Will be limited to a maximum of 10% raise on your current monthly price, so as to not be of material detriment.
By signing up to Ashford Fibre Services, you agree to the above Terms and Conditions on mid-contract price modifications, and you agree that 10% monthly is not of Material Detriment to yourself.

(c) Taxes

At Network 79's request Customer shall remit to Network 79's all sales, VAT or similar tax imposed on the provision of the services (but not in the nature of an income tax on Network 79); regardless of whether Network 79 fails to collect the tax at the time the related services are provided.

(d) Refunds

Refunds are not available for OFNL Services.

(e) Credits.

At times when a Credit is issued to an account for any reason, this credit is refundable at an admin fee of the lesser of 5% or £5.00 GBP. Credit issued in relation to SLA is not able to be refunded to cash or withdrawn. Furthermore, any positive credit balance on an account at the time of account termination is immediately forfeited.

(f) Early Termination.

Customer acknowledges that the amount of the Early Termination Fee for the service is based on Customer's agreement to pay the fee for the entire Term. Early Termination Fee's will equal the full remainder of the contract value, in full. There is no discount for Early Termination from OFNL Connections.

(g) Chargebacks

All disputes and overcharges must be reported directly to the Company, in writing, within thirty (30) days. Any Customer that initiates a chargeback, reversal, retrieval request, or other dispute with their credit card issuing bank and/or PayPal ("Dispute") will be immediately suspended or terminated pending investigation. The Customer agrees to pay a Research Fee of £20.00 GBP per Dispute regardless of the actual validity of the charge, which will be refunded if the dispute is upheld.

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4. Law/AUP

Customer agrees to use the service in compliance with applicable law and Network 79's Acceptable Use Policy (the "AUP"), which is hereby incorporated by reference in this Agreement. Customer agrees that Network 79 may, in its reasonable commercial judgment consistent with industry standards, amend the AUP from time to time to further detail or describe reasonable restrictions and conditions on Customer's use of the Services. Amendments to the AUP are effective on the earlier of Network 79's notice to Customer that an amendment has been made, or the first day of any Renewal Term that begins subsequent to the amendment. Customer agrees to cooperate with Network 79's reasonable investigation of any suspected violation of the AUP. In the event of a dispute between Network 79 and Customer regarding the interpretation of the AUP, Network 79's commercially reasonable interpretation of the AUP shall govern.

5. Customer Information

Customer represents and warrants to Network 79 that the information he, she or it has provided and will provide to Network 79 for purposes of establishing and maintaining the service is accurate. If Customer is an individual, Customer represents and warrants to Network 79 that he or she is at least 18 years of age. Network 79 may rely on the instructions of the person listed as the Primary Customer Contact on the Order with regard to Customer's account until Customer has provided a written notice changing the Primary Customer Contract.

6. Indemnification

Customer agrees to indemnify and hold harmless Network 79 from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of Customer's services in violation of applicable law or the AUP by Customer or any person using Customer's log on information, regardless of whether such person has been authorized to use the services by Customer.

7. Disclaimer of Warranties

Network 79 does not warrant or represent that the services will be uninterrupted, error-free, or completely secure. To the extent permitted by applicable law Network 79 disclaims any and all warranties including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent permitted by applicable law, all services are provided on an "as is" basis.

8. Limitation of Damages

Neither party shall be liable to the other for any lost profits, or any indirect, special, incidental, consequential or punitive loss or damage of any kind, or for damages that could have been avoided by the use of reasonable diligence, arising in connection with the agreement, even if the party has been advised or should be aware of the possibility of such damages.

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Notwithstanding anything else in the agreement to the contrary, the maximum aggregate liability of Network 79 and any of its employees, under any theory of law (including breach of contract, tort, strict liability, and infringement) shall be a payment of money not to exceed the amount payable by customer for three months of service.

9. Suspension/Termination

(a) Suspension of Service

Customer agrees that Network 79 may suspend services to Customer without notice and without liability if: (i) Network 79 reasonably believes that the services are being used in violation of the AUP; (ii) Customer fails to cooperate with any reasonable investigation of any suspected violation of the AUP; (iii) Network 79 reasonably believes that the suspension of service is necessary to protect its network or its other customers, (iv) as requested by a law enforcement or regulatory agency or (v) Customer is over 7-days late in paying an invoice; The Customer shall pay Network 79's reasonable reinstatement fee if service is reinstated following a suspension of service under this subsection.

(b) Termination.

The Agreement may be terminated by Customer prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability if Network 79 fails in a material way to provide the service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Customer's written notice describing the failure in reasonable detail. The Agreement may be terminated by Network 79 prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability as follows: (i) upon ninety (90) days notice if Customer is overdue on the payment of any amount due under the Agreement for one (1) month or less; (ii) Customer materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within thirty (30) days of a written notice from Network 79 describing the violation in reasonable detail; (iii) upon one (1) days notice if Customer's Service is used in violation of a material term of the AUP more than once, (iv) upon one (1) days notice if Customer is overdue on the payment of any amount due under the Agreement for two (2) month(s) or more, or (v) upon one (1) days notice if Customer violates Section 5 (Customer Information) of this Agreement. Either party may terminate this agreement upon ten (10) days advance notice if the other party admits insolvency, makes an assignment for the benefit of its creditors, files for bankruptcy or similar protection, is unable to pay debts as they become due, has a trustee or receiver appointed over all or a substantial portion of its assets, or enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

10. Requests for Customer Information

Customer agrees that Network 79 may, without notice to Customer, (i) report to the appropriate authorities any conduct by Customer or end users that Network 79 believes violates applicable law, and (ii) provide any information that it has about Customer or any of its customers or end users in response to a formal or informal request from a law enforcement or regulatory agency or in response to a formal request in a civil action that on its face meets the requirements for such a request.

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11. Backup Copy

Ashford Fibre stores no data in line with Broadband Provision and therefore does not have a Backup Copy.

12. Changes to Network 79's Network

Upgrades and other changes in Network 79's network, including, but not limited to changes in its software, hardware, and service providers, may affect the display or operation of Customer's hosted content and/or applications. Network 79 reserves the right to change its network in its commercially reasonable discretion, and Network 79 shall not be liable for any resulting harm to Customer.

13. Notices

Notices to Network 79 under the Agreement shall be given via electronic mail to the e-mail address posted for customer support on <http://www.ashfordfibre.net/>. Notices to Customer shall be given via electronic mail to the individual listed as the Primary Customer Contact on the Order. Notices are deemed received on the day transmitted, or if that day is not a business day, on the first business day following the day delivered. Customer may change his, her or its notice address by a notice given in accordance with this Section.

14. Force Majeure

Network 79 shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond Network 79's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

15. Governing Law/Disputes

The Agreement shall be governed by the laws of England, exclusive of its choice of law principles as applicable. The United Nations Convention on the International Sale of Goods shall not govern the Agreement. Location for all disputes arising out of or relating to the agreement shall be England, and each party agrees not to dispute such personal jurisdiction and waives all objections thereto.

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16. Miscellaneous

Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property. Neither party may use the other party's name or trade mark without the other party's prior written consent. The parties intend for their relationship to be that of independent contractors and not a partnership, joint venture, or employer/employee. Neither party will represent itself to be agent of the other. Each party acknowledges that it has no power or authority to bind the other on any agreement and that it will not represent to any person that it has such power or authority. Network 79 may amend this Agreement without notice at any point. The terms on Customer's purchase order or other business forms are not binding on Network 79 unless they are expressly incorporated into a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its right under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not. The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The following provisions will survive expiration or termination of the Agreement: Fees, indemnity obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement. There are no third party beneficiaries to the Agreement. Neither insurers nor the customers of resellers are third party beneficiaries to the Agreement. Customer may not transfer the Agreement without Network 79's prior written consent. Network 79's approval for assignment is contingent on the assignee meeting Network 79's credit approval criteria. Network 79 may assign the Agreement in whole or in part.

This Agreement together with the Order and AUP constitutes the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replace any prior understanding or communication, written or oral.

17. Refuse Service

Network 79 reserves the right to refuse service to any active or in-active customers for any reason it deems necessary.

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