

KeConnect Internet - Terms & conditions for KeZone wireless access points

Definitions

KeZone Service / 'the Service'- The service provided to the User by KeConnect as described in the Service Description

The User - The individual using the Service via a KeZone prepaid card, a KeZone monthly subscription or KeZone pay as you go minutes purchased on line.

The hotspot owner – The business or individual who is responsible for payment of the monthly subscription for the KeZone hotspot to KeConnect.

Roaming – The use of KeZone cards, subscriptions or pay as you go minutes via KeConnect's roaming partner networks (e.g. using a KeZone card on a BT Openzone wireless access point).

Service Description

KeZone is a wireless data service using radio to connect wireless access points to the Internet. KeConnect Internet, a trading style of Ke-Connect Systems Limited, manages and supports the service via locations throughout the UK.

When a User is located within the radio frequency coverage area of a KeZone access point they may connect to the Service using their computing equipment and login name and password.

Delivery of the Service is dependent on the suitability of the User's computing equipment. Due to the nature of the Service, the User acknowledges, by accepting the KeConnect Internet - KeZone terms and conditions of usage, that KeConnect does not guarantee the security of the Service against unlawful access or use. It is the User's responsibility to ensure that suitable and adequate security software is installed on their computing equipment to stop unlawful access to their equipment via the Service.

KeConnect Internet Broadband Terms & Conditions

KeZone Wireless Hotspots are facilitated by a KeConnect Broadband connection. As such, this Service is also subject to KeConnect Internet's Broadband Terms & Conditions and Acceptable Usage Policy. These documents can be viewed at www.keconnect.co.uk/terms .

Delivery of the service

As stated on the Broadband for KeZone wireless access points order form, where a 2Mbps ADSL service is not available a 1Mbps service will be provided at a lower price. If the telephone number supplied to KeConnect for ADSL purposes can only support a 512Kbps service, KeConnect reserve the right to reject this order based on the fact that a 512Kbps service is not suitable to power a KeZone hotspot.

In certain circumstances, at KeConnect's own discretion, a 1Mbps Connection may be supplied where a 2Mps connection is available. When the usage on this connection reaches a point where the traffic exceeds what KeConnect deems to be over-contended (and therefore detrimental to the end users experience) then KeConnect reserve the right to instruct the Hotspot owner to upgrade the line to a 2Mbps service at the appropriate subscription fee.

Provisioning

- KeConnect will provide the Users with login names and passwords to use the KeZone Service.
- KeConnect will provide a list of Sites offering the KeZone Service, published on the KeZone web page www.kezone.co.uk.

Fault Reporting.

- KeConnect will provide a Helpdesk for the reporting of faults in the KeZone Service. The hours of availability of the Helpdesk will be as published on the KeZone web page www.kezone.co.uk. Upon initial fault diagnosis by KeConnect, those faults that in KeConnect's opinion are not attributable to the KeZone Service will be referred back to the person who reported the fault.
- KeConnect will take all reasonable steps to ensure that the KeZone Service meets an acceptable service standard but no specific guarantees of service standards are offered in respect of the Service. In particular, KeConnect offers no guarantee or warranty for the performance of the Internet, the hotspot venue's internal network or the Users equipment.

Connection of equipment to the service

KeConnect specify that a dedicated KeConnect Broadband connection is required to facilitate the KeZone service and is kept separate from any other internal computer network. Any equipment that the hotspot owner connects (directly or indirectly) to the service is connected entirely at the hotspot owner's own risk. KeConnect accept no responsibility for any breaches of security or performance issues with the service that it deems to have been brought about by the connection of any of any such equipment to the KeZone Service.

The hotspot owner will be entitled to one free of charge KeZone 250 subscription (250 inclusive KeZone minutes per month) exclusively for his or her own use on his or her own hotspot only. This subscription may not be used on any other KeZone hotspots or any of KeConnect's roaming partner networks.

Any additional minutes usage over and above the 250 minutes allowance will be charged at 10p per minute (including VAT) up to a maximum of 600 minutes in a calendar month. Inclusive minutes are valid from the first to the last day of each calendar month and any inclusive minutes not used within this one-month period cannot be carried over to the following month.

The usage of KeZone Monthly Subscription packages is subject to KeConnect Internet's terms and Conditions of Usage for KeZone Minutes available at www.keconnect.co.uk/terms

Fees

You agree to pay the Fees for the Service(s) and understand the importance of these being paid on time. The minimum contract period, or 'Initial term' will be for 12 months and thereafter for a further period equal to the initial period as previously defined unless cancelled by either party in writing not less than 30 days prior to the end of the agreed period. All Fees must be paid before the service is fully enabled for use. You understand and agree that if you fail to make payments of Fees when they are due, we will suspend your service, in part or in full, until payment is received in full. Certain services that we provide are automatically continued when the initial period terminates. In these circumstances you understand and agree that continuation of your service will incur the standard fees as set out during the sign up process, unless we hear from you according to the notice period outlined below in Duration & Termination.

Duration & Termination

This Agreement shall be effective as of the date that the order form is signed and shall continue for an initial term of one (1) year and will be automatically renewed for successive one (1) year terms. Either Party may choose, in their sole discretion, to terminate this Agreement at any time. Said Party shall notify the other Party in writing of its decision to do so. This Agreement shall terminate thirty (30) days after any such termination notification.

We may terminate our contract with you and the provision of the Service(s) at any time by or electronic mail written notice if you are in material breach of any of these terms and conditions including, without limitation, as a result of your failure to make payments of the Fees on the due date, your failure to comply with the policies applicable to your use of the Service(s), or if your use of the Service(s) is in breach of legal requirements or the requirements for acceptable use set out in these terms and conditions and the relevant policies applicable to the Service(s).

If we terminate the contract in these circumstances, we shall be entitled to retain any Fees paid in advance by you. Without prejudice to our right of termination for any breach by you of these terms and conditions, we may also suspend provision of the Service(s) if you are or we reasonably believe that you may be in breach of these conditions, until you cease to be in breach (which, in the case of failure by you to pay the Fees when due, will be until we receive the Fees due from you in cleared funds), or pending investigation into any suspected breach. If an investigation subsequently shows that you are in breach of any applicable policies and/or these terms and conditions, we reserve the right to deactivate your account, terminate our contract and recover from you all costs that may have been incurred as a result of the breach. Deactivation will result in the suspension of the account. We also reserve the right to terminate the provision of the Services at any time. We will endeavour to give you 14 days' prior notice of any such termination, but we may not be able to do so if the reason for termination is to enable us to comply with legal requirements. If we terminate in these circumstances, you will be entitled to receive a refund of any part of the Fees paid to us in respect of the period following the date of termination, calculated pro-rata on a daily basis.

This agreement will be deemed to be terminated by mutual agreement under the following headings:

- i) If the KeConnect Network proves to be unsatisfactory for reasons of: -
- ii) Continual avoidable network failure; or
- iii) KeConnect is unable to maintain a level of sufficient commercially viable bandwidth to service the volume of clients

The following will constitute a material breach of this agreement and lead to termination by default: -

- i) In the event of any party to this agreement entering into a voluntary agreement with its creditors, or bankruptcy, is subject to a winding up order, or if a limited company, being forced into administrative receivership or administration.
- ii) Failure to meet its obligations relating to payment.

Either party will be deemed to be in default in the event they are in material breach of their obligations set out in this agreement, where such a failure shall be deemed to be a material breach.

Access to BT Openzone and other roaming partners – (for information purposes only)

Access to the BT Openzone network is subject to BT's standard terms and conditions, please refer to the Openzone website www.btopenzone.com for details.

At present, KeConnect do not charge Users a premium for making use of their KeZone subscription or prepaid card while using the BT Openzone network. KeConnect reserves the right to introduce a premium for subscription customers in future and will give Users 3 months notice of our intentions to do this via the KeZone web page www.kezone.co.uk. The charges related to usage of this network will be invoiced in arrears.

KeConnect reserve the right to change or expand our list of roaming partners at any time. The use of our roaming partner networks will be subject to the terms and conditions of the particular roaming partner.

Confidentiality

The parties will keep in confidence any information (whether written or oral) of a confidential nature obtained under this Contract and will not, without the written consent of the other party, disclose that information to any person (other than their employees, or in the case of KeConnect, the employees of a KeConnect Group Company or their suppliers, who need to know the information). This may include information supplied by KeConnect to Retailers via post, email, the retailer portal or quarterly newsletters; which is marked as confidential (including information about product development, pricing information relating to unreleased products, profit margins, profit share, training materials, customer/supplier information and technical information such as usernames, passwords and server details).

This paragraph will not apply to:

- any information that has been published other than through a breach of this Contract;
- information lawfully in the possession of the recipient before the disclosure under this Contract took place;
- information obtained from a third party who is free to disclose it; and
- information that a party is requested to disclose and, if it did not, could be required by to do so by law.

This paragraph will remain in effect for 2 years after the termination of this Contract.

10. Matters beyond the reasonable control of either party

If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees) or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

In the event of:

- i) Refusal or delay by a third party to supply a required service to KeConnect and where there is no alternative service available at reasonable cost; or
- ii) The imposition of restrictions of a legal or regulatory nature that prevents KeConnect from supplying the KeZone Service

Then KeConnect will have no liability to the User for failure to supply the KeZone Service.

If any of the events detailed in paragraphs relating to 'Matters beyond the reasonable control of either party ' continue for more than 2 months either party may serve notice on the other terminating this Contract.