

TERMS & CONDITIONS

Please read the following terms and conditions

1. INTERPRETATION

1.1 In this Agreement, the following definitions apply:

“**Acceptable Usage Policy**” means the usage policy set out at Schedule 2 to this Agreement, which may be amended by Dragon WiFi from time to time;

“**Acceptance of this Agreement**” means the Customer has received the Customer Contract Form, these Terms and Conditions, and the 14 day cooling off period has passed;

“**Dragon WiFi Broadband**” means the broadband telecommunications service provided by **Dragon WiFi**;

“**Commencement Date**” means date specified in the Customer Contract Form;

“**Confidential Information**” means, in relation to **Dragon WiFi**, information (in whatever form communicated or recorded) belonging or relating to that party, its business affairs or activities which is not in the public domain and which: (a) that party has marked as confidential or proprietary; or (b) has been described as confidential by that party to the Customer (orally or in writing); or (c) due to its character or nature, a reasonable person in a like position to its recipient and under like circumstances would treat as confidential;

“**Connection Details**” means the password identity and/or account formula including but not limited to username and authorisation codes which are given exclusively to the Customer and the Customer’s connected equipment identity collected from the Customer for the purposes of gaining access to the Network;

“**Content**” means information, video graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available on the Internet;

“**Customer**” means the person detailed in the Customer Contract Form;

“**Customer Contract Form**” means the contract form provided to the Customer to which these Terms and Conditions are scheduled;

“**Customer Equipment**” means any computer hardware, software, cabling or other equipment provided by the Customer to link to the Network Connection;

“**Equipment**” means all equipment provided by **Dragon WiFi** to the Customer to enable the Customer to access and use the Service, including (without limitation) the Network Connection and the Subscriber Module;

“**Fees**” means any fee payable to **Dragon WiFi** under this Agreement;

“**Intellectual Property Right**” includes all patents, inventions, copyright (including but not limited to all rights in respect of software), trademarks, database rights, design rights, topography rights, whether or nor any of these is registered and including any applications for registration of any such rights, know-how, confidential information and trade secrets (including designs, processes or products which are to become or may become the subject of an application as aforesaid) and all rights or forms of protection of a similar nature of having similar effect to any of these which may exist anywhere in the world;

“**Line of Sight**” means a clear unobstructed view between the Dragon WiFi Customer Premise Equipment (CPE) and **Dragon WiFi** satellite or radio transmitter/receiver;

“**Network**” means that collection of access equipment, computers, special interfaces and agreements that belong to and are controlled by **Dragon WiFi** and make up both the logical and physical connection between the Customer and the information provider;

“**Network Connection**” means all **Dragon WiFi**’s cabling, interface panels, cabinets, systems, apparatus, facilities and any other equipment which may be utilised by Dragon WiFi to provide the Service;

“**Quarter**” means a calendar quarter, ending on any of 31 March, 30 June, 30 September and 31 December (but the first Quarter will begin on the Commencement Date and will end on the next following quarter end date, and the last Quarter will end on expiry of the Term);

“**Service**” means the **Dragon WiFi** Broadband service outlined in relevant section of the Customer Contract Form;

“**Service Credit**” means any amount to be credited against Fees payable by the Customer pursuant to relevant Clause

“**Setup Fee**” means the setup fee specified in relevant section of the Customer Contract Form;

“**Software**” means the software provided by **Dragon WiFi** to enable the Customer to access or use the Service;

“**Software Licence**” means the licence of the Software granted to the Customer pursuant to Clause 7;

“**Subscriber Module**” means the equipment installed on the premises of the Customer for the purpose of receiving the Service;

“**Term**” means the period beginning on the Commencement Date and ending on the date on which this Agreement is terminated under Clause 0 (*term after initial period*), Clause 13.2 (*early termination by the Dragon WiFi*) or Clause 12 (*force Majeure*);

“**Transfer Date**” means in relation to any Transfer Notice, the date for the making of the transfer as specified in that Transfer Notice;

“**Transfer Notice**” means the written notice specified in Clause 15.

“**Transferee**” means **Dragon WiFi** Limited or its nominees to whom **Dragon WiFi** seeks to transfer all or part of its rights, benefits and obligations under this Agreement; and

“**User Information**” means information relating to the Customer as set out in the Customer Contract Form.

1.2 **Construction:** In this Agreement, unless the contrary intention is stated, a reference to:

- (a) the singular includes the plural and vice versa;
- (b) either gender includes the other;
- (c) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (d) a person includes that person’s legal personal representative, permitted assigns and successors;
- (e) time shall be construed by reference to whatever time may from time to time be in force in the United Kingdom;
- (f) any agreement document or instrument is to the same as amended, novated, modified, supplemented or replaced from time to time;
- (g) a Recital, Clause or Schedule, is a reference to a recital, clause or schedule of this Agreement;
- (h) a statute, by-law, regulation, delegated legislation or order is to the same as amended, modified or replaced from time to time, and to any by-law, regulation, delegated legislation or order made thereunder;
- (i) ‘month’ means a calendar month to the extent that it falls in the Term;
- (j) ‘including’ means comprising, but not by way of limitation of any class, list or category;
- (k) ‘writing’ shall include a reference to any electronic mode of representing or reproducing words in visible form; and
- (l) ‘business day’ shall be construed as a reference to a day (other than a Saturday or Sunday) on which the banks are generally open for business in the United Kingdom.

(m)

1.3 **Ejusdem Generis:** This Agreement shall be construed without regard to the rule of construction known as “ejusdem generis”.

1.4 **Headings:** Headings are to be ignored in the construction of this Agreement.

1.5 **This Agreement:** References to ‘this Agreement’ shall include clauses of, and schedules, appendices and attachments (if any) to this Agreement and the Customer Contract Form, all of which shall be read together as one document.

2. THE SERVICE

2.1 **Dragon WiFi** shall provide the Customer with the Service upon and in accordance with the Terms and Conditions with the reasonable skill and care of a competent Internet service provider.

2.2 For technical, operational, and commercial reasons, **Dragon WiFi** shall be entitled to vary the Service or any aspect thereof.

2.3 The Service is provided using licence exempt spectrum on a non-interference/non-protected basis. This means that while the Service is not permitted to cause interference with other systems, it may not claim protection from interference from other systems operating in these bands.

3. DRAGON WiFi'S OBLIGATIONS

3.1 In consideration of the performance by the Customer of its obligations under this Agreement Dragon WiFi agrees:

- (a) to provide the Service to the Customer;
- (b) to provide the Software to the Customer; and
- (c) to install the Equipment at the Customer's premises.

4. THE CUSTOMERS OBLIGATIONS

4.1 The Customer undertakes with Dragon WiFi that it shall:

- (a) use the Service and the Equipment in accordance with the Fair Access policy (FAP) Acceptable Usage Policy (AUP); for domestic users and for business customers as stated in their Customer Contract Form.
- (b) procure that all persons having access to the Service and the Equipment comply with the Terms and Conditions and Fair Access policy (FAP) and/or Acceptable Usage Policy (AUP);
- (c) provide Dragon WiFi with true, accurate, complete and current User Information, and notify Dragon WiFi of any changes to the User Information;
- (d) obtain all necessary consents, including consents to install and connect all necessary equipment and for any necessary alterations to buildings to enable the installation and use of the Equipment;
- (e) provide suitable accommodation, foundations and environment including all necessary trunking, conduits and cable trays in accordance with the relevant installation standards;
- (f) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as Dragon WiFi advises are necessary, and carry out afterwards any making good or decorator's work required;
- (g) provide as suitable and safe working environment at the Customer's premises for Dragon WiFi, its servants, employees and agents;
- (h) provide all appropriate support for the Service to include but not to be limited to appropriate electricity supply together with a detailed map marking the position where the Equipment is to be installed and ensure that the Equipment which is used does not damage or interfere with any other services;
- (i) inform Dragon WiFi in advance of any existing facilities (where appropriate) which would run the risk of being damaged during the installation of the Network Connection and the provision of the Service;
- (j) procure that the Network Connection is housed in accordance with Dragon WiFi's instructions;
- (k) permit access to any Site, to Dragon WiFi, its employees, servants or agents, to enable Dragon WiFi to carry out its obligations under this Agreement, and/or to inspect, repair, maintain, test or remove the Network Connection or the Equipment or any part thereof;
- (l) not create or permit any charges, pledges, liens or encumbrances to subsist over the Network Connection, all right, title and interest in which shall remain vested in Dragon WiFi; and
- (m) not allow the Network Connection to be serviced or repaired, or otherwise interfered with other than by Dragon WiFi, its employees, servants or agents.
- (n) Not resell the service provided by Dragon WiFi unless agreed in writing
- (o) Not to share or redistribute the service to another property or building without prior written approval from Dragon WiFi

5. FEES

5.1 **Setup fee:** The Customer shall pay Dragon WiFi a Setup Fee and /or installations and /or connection fees as outlined in the Customer Contract Form

5.2 **ACCESS BROADBAND CYMRU:** If applying through government funding it is entirely the named customers responsibility to ensure all paperwork is completed within the dates specified.

5.3 **Ongoing fees:** The Customer shall pay Dragon WiFi monthly/quarterly/annually charge of an amount in sterling as set out in relevant section of Customer Contract Form.

5.4 **Variation of fees:** Dragon WiFi may alter the Fees or frequency of Fees from time to time by notice in writing to the Customer within a reasonable period in advance of the effective date of such change.

5.5 Dragon WiFi reserves the right to charge the Customer an installation charge depending on level of difficulty of physical installation of the Subscriber Module. In the event that such a charge is to be levied, that fact will be identified during a visit to the site by a representative of Dragon WiFi prior to the installation visit.

5.6 Dragon WiFi reserve the right to charge the Customer a Disconnection fee of £75. This may be waived at Dragon WiFi discretion depending on length of customer loyalty.

6. PAYMENT TERMS

6.1 Fees accrued under this Agreement:

- (a) under Clause 5.1, shall be paid by the Customer to Dragon WiFi upon acceptance of this Agreement; and
- (b) under Clause 5.2, shall be paid by the Customer to Dragon WiFi monthly in advance.

6.2 Each amount stated to be payable by the Customer to Dragon WiFi under this Agreement:

- (a) **currency:** shall be paid in United Kingdom pounds sterling;
- (b) **method:** shall be paid by direct debit, standing order or automated card payment to such bank account of Dragon WiFi as it may specify in writing to the Customer from time to time, or in such other manner as Dragon WiFi may from time to time stipulate in writing;
- (c) **VAT:** is exclusive of value added tax and, accordingly, is to be construed as a reference to that amount plus any value added tax payable in respect of it; and any such value added tax shall be paid by the Customer to Dragon WiFi in addition to the amount in question upon presentation by Dragon WiFi to the Customer of an invoice for the amount in question together with the applicable value added tax, with the latter shown as a separate figure;
- (d) **free and clear:** shall be paid without set-off or counterclaim, and free and clear of, and without deduction or withholding for or on account of, any taxes unless the Customer is required by law to make a deduction or withholding for or on account of taxes, and if any withholding is so required, the Customer shall pay to Dragon WiFi an additional amount such that after deduction of all amounts required to be withheld, the net amount actually received by Dragon WiFi will equal the amount which Dragon WiFi would have received if the relevant withholding had not been required.

6.3 Late Payment Fee: If the customer fails to pay Dragon WiFi the full amount payable to it under the agreement on the due date (1st of every month) and the account is suspended due to none payment, then a one-off fixed reconnection fee of £2.50 will automatically be applied to your account. A late payment fee will be applied on every occasion that a late payment occurs, resulting in the services being suspended.

6.4 Failed Direct Debit Fee: A fixed £2.50 administration fee will be applied to your account automatically if your monthly Direct Debit Fails, this includes changing bank account without notifying Dragon WiFi in advance, insufficient funds available, or cancellation by the account holder prior to Dragon WiFi submitting for the amount due.

6.5 Guarantee: Dragon WiFi may, from time to time, require the Customer to pay a deposit or provide a guarantee as security for payment of the Fees.

6.6 Except in the case of manifest error by Dragon WiFi, all Fees shall be calculated by reference to the data recorded or logged by Dragon WiFi.

6.7 Cancellation: 60 day notice must be made in writing; upon cancellation, you will be required to return any hardware in good condition to Dragon WiFi with 14 days. We reserve the right to charge you if the hardware is not returned.

7. EQUIPMENT

7.1 All right, title and interest in the Equipment remains vested in Dragon WiFi.

7.2 The Customer shall be responsible for the safekeeping and proper use of the Equipment and shall indemnify Dragon WiFi on demand with respect to all costs for the replacement and/or repair of any Equipment that is lost, damaged (fair wear and tear excepted) or destroyed.

7.3 Relay Hardware: In the case that a relay is required, it will remain the property of Dragon WiFi and the customer must ensure it remains safe and secure for the duration of the contract. Upon termination, the customer agrees to allow Dragon WiFi to remove this hardware.

7.4 PRE INSTALL: in the event equipment is installed prior to activation, the customer accepts that Dragon WiFi reserve the right to charge a fee for installation and removal of hardware if the customer decides not to continue with the service.

7.5 Routers: Dragon WiFi do not cover hardware inside the property, it is the customers responsibility to replace the hardware if directed by Dragon WiFi.

8. SOFTWARE LICENCE

8.1 Grant: In consideration of the performance by the Customer of its obligations under this Agreement, Dragon WiFi grants to the Customer for the Term and subject to the provisions of this Agreement, a non-exclusive, non transferable licence to use the Software for the sole purpose accessing and using the Service.

8.2 No Other Licence: It is acknowledged and agreed that no licence under the Software is granted by Dragon WiFi to the Customer other than that expressly granted by the provisions of Clause 7.

8.3 Except to the extent required by mandatory operation of law, the Customer shall not attempt to create or recreate any source program of the Software or any program used by Dragon WiFi in the provision of the Service nor shall it attempt or permit the reverse compilation or assembly of any part of the Software.

9. WARRANTY AND LIABILITY

9.1 Dragon WiFi warrants that it has the right to license the Service and the Software in accordance with the terms of this Agreement without infringing the Intellectual Property Rights of any third party.

9.2 Except for conditions, warranties and representations expressly stated in this Agreement or which by law may not be excluded, all express or implied conditions, warranties and representations howsoever arising are hereby expressly excluded.

9.3 Dragon WiFi does not undertake to provide a fault-free Service. Dragon WiFi shall use its reasonable endeavours to remedy any faults which significantly impair performance in so far as the same may be attributable to any aspect of the Service.

9.4 Line of Sight is required to provide the Service. Dragon WiFi shall not be liable for any obstructions to the Line of Sight that are beyond the control of Dragon WiFi.

9.5 No Liability for Consequential Loss: Neither party shall be liable in contract, tort or otherwise howsoever for any of the following losses or damage (whether or not such loss or damage was foreseen, foreseeable, known or otherwise): (a) loss of revenue (other than the Fees), (b) loss of actual or anticipated profits, (c) loss of contracts, (d) loss of the use of money, (e) loss of anticipated savings, (f) loss of business, (g) loss of opportunity, (h) loss of goodwill, (i) loss of reputation, (j) loss of, damage to or corruption of data, or (k) any indirect or consequential loss howsoever caused (including, for the avoidance of doubt, whether such loss or damage is of a type specified in sub-clauses (a) to (j) above) whether arising out of, or in connection with, or in relation to the Service or the supply or non-supply or purported supply or delay in supply of the Service or otherwise out of or in connection with or in relation to this Agreement or any transaction or matter contemplated by it.

9.6 Customer Indemnity: The Customer agrees to indemnify, and keep indemnified, Dragon WiFi on demand against and from all liabilities costs, fees, expenses and losses suffered by Dragon WiFi as a result of a breach by the Customer of its obligations under this Agreement.

10. SUSPENSION OF THE SERVICE

10.1 Without prejudice to its rights under Clause 13, Dragon WiFi may suspend the Service if the Customer is in breach of this Agreement and has failed to remedy that breach within ten (10) days of being notified in writing of that breach by Dragon WiFi. The Service shall remain suspended pending remedy by the Customer of its breaches under this Agreement to the satisfaction of Dragon WiFi.

10.2 Dragon WiFi may suspend the Service in any of the following circumstances:

- (a) where it is obliged to immediately suspend the Service in connection with any order, instruction or request of any government, governmental or regulatory organisation, emergency services or other competent authority;

- (b) in connection with the maintenance or upgrade of the Network. Dragon WiFi will use all reasonable efforts to provide the Customer with the maximum period of notice practicable; or
- (c) where it considers that there is or is likely to be a breach of security anywhere on the Network.

11. NON APPLICABLE

12. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of its obligations under this Agreement (other than a payment obligation on the part of the Customer under this Agreement) to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not limited to destruction arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire, explosion, earthquake and/or other seismic activity, acts of God, flood, drought or bad weather, the unavailability or other media or other acts or orders of any government department, council or other constituted body. If performance of a material obligation under this Agreement is prevented by any such event or circumstance for a continuous period of 45 days or more, then the party in whose for whose benefit the affected obligation would have been performed shall be entitled, by the giving of notice in writing to the other party, immediately to terminate this Agreement.

13. TERM AND TERMINATION

13.1 Initial Period: This Agreement shall commence on the Commencement Date and continue for an initial period of 12 months unless terminated sooner under Clause 13.2 (*early termination by Dragon WiFi*), or Clause 102 (*Force Majeure*).

13.2 Cooling off period: A contract will be treated as terminated if a customer sends written notice of cancellation during the 14-day cooling off period. This means that a notice of cancellation sent at any time during this period and including the 14th day.

The cooling off period starts from the day after commencement date of the agreement. Day 1 of the 14-day cooling off period is the day after the contract is entered into and ends at on the 14th day at close of business. All equipment remains property of Dragon WiFi.

Term following initial period: Following the initial period described in Clause 13.1, this Agreement, Terms and conditions will continue in full force until terminated or a disconnection fee is payable.

- (a) by either party, by the giving of not less than 60 days notice in writing to that effect to the other party (which notice may be given during the initial period described in Clause 13.1); or

- (b) under Clause 13.2 (*early termination by Dragon WiFi*), or Clause 102 (*Force Majeure*).

13.2 Early termination by Dragon WiFi: Without prejudice to any other remedies Dragon WiFi may have against the Customer, Dragon WiFi may terminate this Agreement with immediate effect, or with effect from such date specified in any notice, by the giving of notice to that effect to the Customer where:

- (a) **non-payment:** the Customer fails to make any payment due from it to Dragon WiFi under this Agreement within ten business days of the due date;
- (b) **breach:** the Customer breaches or is in breach of any provision of this Agreement and, if capable of remedy, fails to remedy that breach within 30 days of being notified of the breach by Dragon WiFi;
- (c) **incorrect User Information:** if the Customer provides incorrect or false User Information; or
- (d) **insolvency event:** the Customer is, or is deemed for the purposes of any relevant law to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; or suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness; or any step (including the making of any proposal, the convening of any meeting, the passing of any resolution, the presenting of any petition or the making of any order) is taken with a view to a composition, assignment or arrangement with any creditors of, or the liquidation or dissolution of, that party; or any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrator, examiner or similar officer is appointed to or in respect of that party or any of its assets.

13.3 Consequences of termination: Upon termination of this Agreement for any reason:

- (a) **suspension of the Service:** Dragon WiFi may suspend the Service forthwith without further notice;
- (b) **payment of outstanding Fees:** all Fees due to Dragon WiFi shall become immediately payable;
- (c) **return of Confidential Information:** the Customer shall, at the request of Dragon WiFi, deliver promptly to Dragon WiFi all Confidential Information in its possession or control;
- (d) **termination of licence:** the Software Licence shall terminate;
- (e) **return of Equipment** the Customer shall cease to use the Equipment and shall return the Equipment together with all related materials certifying in writing to Dragon WiFi that this has been done. The Customer shall permit Dragon WiFi (or its servants or agents) to enter any of the Customers premises where the Equipment is in use to ensure that the provisions of this Clause 13 have been fully performed; and
- (f) **return of Software:** the Customer shall cease to use the Software and shall at Dragon WiFi's option return or destroy the Software and any materials or documentation relating to the Service together with all copies and all related materials (including, without limitation any CD's or tapes or information in electronic format which were delivered to the Customer) certifying in writing to Dragon WiFi that this has been done. The Customer shall permit Dragon WiFi (or its servants or agents) to enter any of the Customers premises where the Software is in use to ensure that the provisions of this Clause 13 have been fully performed.
- (g) **Continuing Obligations:** The provisions of Clause 14 shall remain in force and be fully applicable in all circumstances in accordance with their terms and in particular shall not be discharged or affected by any breach or repudiation of this Agreement in each case whatever its nature or howsoever caused or arising or by any other matter, circumstance or thing whatsoever.

14. CONFIDENTIALITY

14.1 Keep confidential: The Customer undertakes to treat as and keep confidential all Confidential Information and shall not, without the prior written consent of Dragon WiFi, use, disclose, copy or modify the Confidential Information other than as necessary for the exercise of its rights, and performance of its obligations, under this Agreement.

14.2 Notify misuse: The Customer shall notify Dragon WiFi of any unauthorised use, disclosure, theft or other loss of the Confidential Information promptly upon becoming aware of it.

14.3 Exceptions: The provisions of Clauses 14.1 and 14.2 shall not apply to information that

- (a) as, at the time of receipt by the Customer, was in the public domain
- (b) was already lawfully in the possession of the Customer at the time of its receipt, without any restrictions on its disposal;

- (c) is disclosed to the Customer by a third party free from any obligation of confidence on that third party for the benefit of the disclosing party;
- (d) has, following its receipt by the Customer, entered the public domain through no act or default on the part of the Customer;
- (e) is by law or by any court or order of any governmental or regulatory authority required to be disclosed, to the extent of the relevant disclosure requirement;
- (f) but, for the avoidance of doubt:
 - (i) information shall not be deemed to be in the public domain, merely because its known to a limited number of third parties having experience in the relevant field; and
 - (ii) any combination of elements of information shall not be deemed to be in the public domain, merely because individual elements of that combination are in the public domain.

14.4 **Mandatory Disclosure:** If the Customer is required by law or by any order of any court or governmental or regulatory authority to disclose the Confidential Information, it shall promptly notify that Dragon WiFi of receipt of notice of that requirement and, at the request and cost of Dragon WiFi will assist it in opposing any such disclosure.

14.5

15. ASSIGNMENT

15.1 The Customer may not assign, sublicense or transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any right, title or interest (including, without limitation, any security interest and any beneficial interest under any trust) in, to or under, any of its rights under this Agreement.

15.2 Dragon WiFi may at any time transfer all or any of its rights, benefits and obligations under this Agreement to a Transferee by notice in writing to the Customer ("**Transfer Notice**") in which event, on the date specified in such Transfer Notice:

- (a) to the extent that in such notice Dragon WiFi seeks to transfer its rights, benefits and obligations under this Agreement, the Customer and Dragon WiFi shall be released from further obligations towards one another under this Agreement and their respective rights to one another shall be cancelled;
- (b) the Customer and the Transferee shall assume obligations towards one another and/or acquire rights against one another which differ from such discharged rights and obligations only insofar as the Customer and the Transferee have assumed and/or acquired the same in place of the Customer and Dragon WiFi; and
- (c) the Transferee shall become a party to this Agreement.

16. GENERAL

16.1 **Further Assurance:** Each party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

16.2 **No Partnership or Agency:** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the parties, and neither of the parties shall have any right or authority to act on behalf of the other or to bind the other in any way.

16.3 **Notices:** All notices under, or in connection with, this Agreement will, unless otherwise stated, be given in writing by letter or by facsimile. Any such notice is deemed effectively to be given as follows:

- (a) if by letter, 72 hours after posting;
- (b) if by facsimile, upon receipt by the transmitting party of a transmission report confirming successful transmission of all pages comprised in the notice in question;

and the address, facsimile and telephone numbers of the parties for the purpose of the giving of notices under this Agreement those set out in Customer Contract Form or such other details which either party may notify to the other in accordance with this provision from time to time.

16.4 **Severability:** If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

16.5 Entire Agreement:

- (a) This Agreement, the Customer Contract Form and the Acceptable Usage Policy contain the sole and entire agreement between the parties in relation to its subject matter, and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any).
- (b) Each party acknowledges that it is not relying, and will not seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this Agreement.
- (c) For the avoidance of doubt, nothing in this Clause 16.5 shall be construed as excluding liability for fraud or liability for death or injury caused by the negligence of either party.

16.6 **Waivers, Rights Cumulative:** Each of the rights of each party under this Agreement may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that party may have under this Agreement, law or otherwise; and may be waived only in writing and specifically. Delay by a party in exercising, or the non-exercise by a party of, any such right will not constitute a waiver of that right.

17. LAW AND JURISDICTION

17.1 This Agreement shall be governed by and construed in accordance with the laws of England.

17.2 The courts of England shall have exclusive jurisdiction over all disputes arising between the parties in connection with this Agreement.

* * *

SCHEDULE 2

The Fair Access policy (FAP) Acceptable Usage Policy (AUP); for domestic users and for business customers are as listed with their Customer Contract Form at the time of contract or as updated by Dragon WiFi and obtainable via Dragon WiFi's web site or by writing to Dragon WiFi at the registered address.