Terms of Service

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Definitions

("The Company", "we", "our", "us", "Fiberoute") refer to Cablestreet Ltd., a firm specialising in Internet related Service(s) such as dedicated and virtual servers, accessed via UDP and TCP/IP.

("you", "your", "client" or "customer") refer to the person or entity that subscribes to Services or purchases Services subject to these Terms of Service.

("Service(s)", "products") refers to the internet related Service(s) which are supplied Cablesteet Ltd. on and subject to the terms in these Conditions;

("Terms of Service", "contract", "agreement", "conditions") refer to the terms and conditions that comprise the whole agreement between you and us ("Contract"). This Contract explains our obligations to you and your obligations to us in relation to the Service(s) you purchase.

("Clients Area", "support portal") refers to the web site (https://my.cable.st/) provided by The Company in support of the Service(s) provided to the client.

("blacklist") refers to an IP address which is listed in one of the many anti-spam and malware blacklists such as but not limited to SpamHaus, UCEPROTECT and SORBS.

("Order Confirmation") refers to the e-mail sent to the client which details the Service(s) and their details including a pricing breakdown at the time of taking out the service.

Acceptance

By using Fiberoute's services, you agree to comply with our policies. Fiberoute also reserves the right to alter, amend or modify any provision of this Terms of Service Agreement at any time with or without prior notice to you.

This Agreement is effective from your acceptance thereof, which is indicated by the establishment of your account. If you are a current client of Fiberoute, your continued use of the Service constitutes your acceptance of this Agreement. It is up to the client to periodically check and familiarize himself or herself with the recent Terms of Service. If any client does not comply with the new Terms of Service modifications, his or her service will be terminated.

You accept that we reserve the right to refuse, cancel or suspend service, at our sole discretion. Fiberoute is selling intangible goods only. As such there will be no delivery details for any physical goods.

All parties entering into this contract must be at least 18 years of age.

Duration of contract

1.1 - Your contract with Fiberoute begins when we accept your order for the said Service(s) and the payment has cleared, which is indicated by the order being marked as "Active" in the Clients Area.

1.2 - The minimum period for this contract is the length of your billing period and renews as you renew your Service(s). For example if you pay every month then your contract is a rolling one (1) month. If you pay every three (3), your contract is a rolling 3 months and so on.

1.3 - The contract terminates once the service is marked as "Cancelled" in the Clients Area, by either the client or us.

1.4 - The contract (and any subscription for Service(s)) may be terminated early by either party pursuant to Clause 8 of these Conditions.

Your obligations regarding information

You agree with us to:

2.1 - Provide certain true, current, complete and accurate information about you as required by the application process and;

2.2 - Maintain and update the information you provide to us upon the date you enter into the contract with Fiberoute. We rely on this information to send you important information and notices regarding your account and our Service(s).

2.3 - You must ensure that all information submitted is correct as we may not be able to rectify errors.

2.4 - Maintain accurate contact information in the Clients Area on an ongoing basis. We shall not accept liability for any loss resulting from inaccurate contact information provide by you.

Use of services

3.1 - You, and those you specifically authorize, are the only individuals who are authorized to access the Service(s) through your account. You must ensure that all authorized users on behalf of your account comply with this Agreement.

3.2 - You are responsible for maintaining the confidentiality of passwords used by yourself or any authorized user for your account.

3.3 - You will not use the Service(s) or permit others to access your account or the Service(s) within, in any way that violates any law or regulation; subjects Fiberoute to liability; or is in any violation of the Acceptable use Policy as detailed in this document under 11.

3.4 - Licenses and IP addresses remain the property of Fiberoute at all times. These are leased to you for the duration of your service only.

3.5 - In event that an IP address in your account is blacklisted, a fee of £100 will be charged for removal from that blacklist.

Billing

4.1 - The Client shall pay the exact price for the Service(s) as detailed in the Order Confirmation.

4.2 - The pricing will cover an allocation amount of permitted bandwidth which is stated in the Order Confirmation. If the bandwidth allocation is exceeded the limit set out in the Order Confirmation then Fiberoute reserves the right to make additional charges for all usage beyond the permitted bandwidth at the rate of £20/TB (£20 GBP per Terabyte). It is the customer's responsibility to keep bandwidth usage under control and monitor it.

4.3 - If the Service(s) purchased includes a setup fee, this fee is payable immediately.

4.4 - Where additional support has been provided at your request during setup including but not limited to special configurations, custom setups, bespoke support, one-to-one advice (consultation), Fiberoute reserves the right to make a charge for this time at our development rates where service is cancelled before a full month or where a refund is requested.

4.5 - The price and all other amounts due as confirmed on the Order Confirmation shall be paid by the Client by the due date and in the currency as specified in the Supplier's invoice/pro-forma. Payment shall be made in full without any abatement, set off or deduction on any grounds.

4.6 - The payment for all invoices Service(s) must be received by the due date, at the very latest. Payments are made one month in advance for all Service(s). If you do not make payment on the due date, we will exercise its statutory right to late payment fees and interest under the Late Payment Of Commercial Debts (Interest) Act 1998 and:

    4.6.1 - be entitled to charge you a late fee of 25% of the overdue invoices, and/or

    4.6.2 - suspend the Service(s) until payment is made in full, and/or

    4.6.3 - terminate the Contract in whole or in part and cease providing the Service(s).

4.7 - Any account found to be in violation of the Acceptable use Policy or the details discussed in Clause 10 will be suspended/removed and subject to a £30 GBP fee. In event of your account being terminated for breach of our Terms of Service or our

Acceptable Use Policy, any remaining charges will still be payable and no refund will be given on any unused portion of any service.

Refunds & Chargebacks

5.1 - Should Fiberoute receive a chargeback or a threat of a chargeback and not be given reasonable time to rectify it in relation to your account the Supplier reserves the right to suspend or terminate the Service(s) provided to you with immediate effect regardless of the situation giving rise to the chargeback.

5.2 - Requests for a refund must come from the e-mail account that we have on file, specifically in the Clients Area. Should this not be possible Fiberoute reserves the right to require proof of identity. In the event that such proof is not forthcoming Fiberoute shall be under no obligation to make any refunds

5.3 - Fiberoute will not issue any refunds for service fees paid in advance or for fees and/or payment made after the creation of your account. As an exception to this rule, Fiberoute may provide a partial or full refund at our discretion.

5.4 - If you believe that Fiberoute has billed you in error, you must contact the Billing Department within thirty (30) days of the invoice or transaction date of the charge. Refunds or adjustments will not be given for any charges billed in error which are more than 30 days old.

Renewals

6.1 - Renewal notice will be sent to the then current email address specified in the Clients Area. In the event the payment fails, we will notify you via e-mail and it will be your responsibility to sort out an alternative payment arrangement for your Service(s) renewal. We will not be liable if a notice is sent and we do not receive the correct payment or if you fail to notify us of a change of contact details.

6.2 - We cannot be held responsible for failed payments or termination of any product or Service(s) as a result of unauthorised payments / invalid, expired or missing credit/debit card details.

Cancellations and Terminations

8.1 - We reserve the right to terminate your Service(s), and any future business relation with you, for any given reason at any time via written notification.

8.2 - In the event of termination of Service(s) for whatever reason Fiberoute shall not be obliged or required to issue any refunds. The company reserves the right in its absolute discretion to grant refunds in the event that extraneous circumstances exist that Fiberoute considers justify a refund.

8.3 - The Company shall be the sole arbiter of what constitutes extraneous circumstances and the amount of any refunds that Fiberoute may consider appropriate.

8.4 - Should you wish to cancel the Service(s) we must receive notice at least five (5) days prior to your next due date. If your cancellation request is submitted less than two (2) days before this date, the standard fee for the billing date will be due. Cancellations will be processed immediately unless otherwise requested. All Cancellation requests need to be submitted via Support Portal. No other forms of cancellation will be accepted.

8.5 - We shall be entitled to terminate the contract immediately, without any notification if:

> **8.5.1** - you do not pay a due invoice by its due date;

> **8.5.2** - the supply of the Service(s) and/or additional Service(s) may expose us to the risk of litigation or any other civil proceedings;

> **8.5.3** - you become bankrupt, enter into an arrangement with your creditors, or have a receiver or administrator appointed over all or any part of your assets.

8.6 - You acknowledge that, termination of the contract for any reason will result in the termination all the Service(s), which will include the destroying of any data hosted in the VPS, Dedicated or Webhosting Service.

8.7 - Failure to cancel in accordance with this Clause 8 will result in your account being charged for one billing period.

Indemnity

9.1 - You agree to defend, indemnify, and hold Fiberoute and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable lawyers' fees, related to or arising from: any violation of this Agreement by you or those who access this Service through your account; the use of the Service or the Internet in general; and the placement or transmission of any message, information, software, or other materials on the Internet by you or by those who have access to the Service through your account.

Service License Agreement

10.1 - We guarantee an annual average of 99% network availability for our infrastructure excluding planned maintenance. This Service License Agreement does not cover downtime caused by suspension, hardware failure or due to mistakes on the client's behalf. If the security of the power supply network or the maintenance of network integrity is in jeopardy, we can temporarily restrict access to the service as required.

10.2 - Should the annual average of network availability drop below 99% Fiberoute will provide Account Credit for up to 50% of the monthly fees at a rate of 10% of the monthly fee for every 0.1% we are below the annual network availability.

10.3 - Should you wish to make a claim it must be received within 3 days of the downtime and sent via e-mail to support@fiberoute.com.

Acceptable Use Policy

11.1 - Illegality in any form, including, but not limited to, activities such as unauthorized distribution or copying of copyrighted software; violation of export restrictions; harassment; fraud; drug dealing; intentionally inflicting emotional distress; violating trademarks; copyrights; Privacy and other intellectual property rights is strictly forbidden.

11.2 - Spamming, or sending of bulk unsolicited email is strictly forbidden. We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection. We reserve the right to refuse or terminate service based on reasonable indications that you are engaged in spamming of any sort.

11.3- Distributing hate speech, or any other content that is obscene, abusing, which could be considered libellous and defamatory is strictly forbidden.

11.4 - All IRC (Internet Relay Chat) related activity except when permitted with prior written permission from Fiberoute management is strictly forbidden.

11.5 - Torrents, torrent trackers, warez linking/hosting or rapidleech or any similar services are strictly forbidden.

11.6 – Using our services for shell hosting companies is strictly forbidden.

11.7 – Any open public proxies, VPNs or TOR nodes are strictly forbidden to be run on our servers. Private proxies and VPN's however are allowed provided they are limited to use by you specifically.

11.8 - Site content or links including, but not limited to, underage pornography or offensive material. Disturbing site content or links. Site content or links including threatening, defamatory, or scandalous language or information. Adult hosting strictly forbidden.

11.9 - CPU heavy processes that constantly effect other users are not allowed. With our Virtual Server hosting each Virtual Server is given "fair-share" CPU usage with access to CPU cores which are shared among other Virtual Servers in the Host Node which can use it's processing power as and when required.

If your Virtual Server causes issues for other clients or unusually high stress to the Host Node, your Virtual Server will be suspended and notified and asked to make

changes to ensure it doesn't happen again. What constitutes abuse of CPU usage is at the full discretion of Fiberoute.

11.10 - If you suffer a DoS attack the Supplier reserves the right to suspend your account to limit the attack. If you are found to have caused the DDoS your account may be suspended or cancelled and you will be billed.

11.11 - For Web Hosting clients in specific, but not applying to Virtual Server Clients:

11.11.1 - Offering video and/or audio streaming or downloads, MP3 Files, Games and shareware is also not permitted.

11.11.2 - Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account.

11.11.3 - Clients may not use more than 20% of any system resource for more than 60 seconds.

11.11.4 - Clients of may not run MySQL queries longer than 15 seconds.

11.11.5 - Clients must do their best to keep all software up-to-date, and if upon notification you do not update you will be liable to account suspension after 30 days.

11.11.6 - We will not accept orders with un-registered domains under any circumstances. Domains are also required to be pointed to our servers within 7 days of account creation. Failure to do so will result in suspension and possibly termination.

11.12 - You agree that any evidence of violation of this Acceptable Use Policy above (Clause 11) will be cause for immediate termination of all of the user's Service(s). Fiberoute are the sole arbiters as to what constitutes a violation of this policy.

11.13 – You agree that upon forced termination of any Service(s) due to violation this policy (Clause 11) no refunds will be provided.

11.14 - This contact will be terminated for both parties once the client is found to be in violation of the Acceptable Use Policy (Clause 11).

11.15 - We shall report, misuse or abuse of the Service(s) by you to any corresponding regulatory authority or, in the case of criminal matters, the police.

Disclaimer

12.1 - You assume full responsibility and risk for use of the Service(s) by you and your authorized users. The Service(s) are provided on an "as is" and "as available" basis. Fiberoute will not be responsible for any damages your business may suffer. Fiberoute makes no warranties of any kind, expressed or implied for services we

provide. Fiberoute disclaims any warranty or merchantability or fitness for a particular purpose. No advice or information given by Fiberoute, its employees, affiliates or contractors shall create a warranty.

12.2 - The Company shall not be liable for any costs or damages arising directly or indirectly from use of the Service(s). It is solely your responsibility to evaluate the accuracy, quality, completeness, and usefulness of all opinions, advice, services, and other information provided through the Service.