

ADDENDUM

xDSL (ADSL & SDSL)

This Addendum is part of Agreement, "Flaming Ltd – Terms"

Flaming Ltd is an IT Services and Communications company that provides manual and automatic Hosting services to Customers, and the said party wishes to obtain those services from Flaming Ltd in accordance with the terms of the full Agreement and further defined in this addendum herein.

ADX 1. DEFINITIONS

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the xDSL service, defined herein, unless the context otherwise requires:

1.1 "**Agreement**" means The Resellers Agreement in full referenced above, inclusive of all addendums, attachments and relevant Terms, conditions and applicable application form and AUP;

1.2 "**Access Line**" means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to Flaming Ltd;

1.3 "**Act**" means the Telecommunications Act 1984;

1.4 "**Carrier**" means any supplier of telecommunications services to Flaming Ltd for the Service;

1.5 "**Commencement Date**" means the date when the Customer first receives the live Service.

1.6 "**Customer Apparatus**" means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment;

1.7 "**Equipment**" means any apparatus or equipment provided by Flaming Ltd or any third party to the Customer at the Premises to enable provision of the Service;

1.8 "**Minimum Period**" means

(a) thirty (30) days unless otherwise stated within this addendum.

(b) Flaming ADSL Standard services - one (1) calendar month from the commencement date.

1.9 "**Flaming Ltd System**" means the telecommunication system which Flaming Ltd runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, Flaming Ltd from a third party

1.10 "**Person**" means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

1.11 "**Restricted Information**" means any information which is disclosed to one party to this Agreement by the other pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

1.12 "**Services**" hereafter and related to this addendum means those manual and automatic XDSL and all related services as described on the date hereof and within the Company's website www.flamingltd.com together with any increased or improved services of such a nature that may be provided by the Company.

ADX 2. GENERAL

2.1

References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2

The headings within this Addendum are for convenience only and shall not affect its interpretation.

ADX 3. PROVISION OF SERVICE

3.1

Flaming Ltd will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the Flaming Ltd website in relation to Flaming Ltd's customers.

3.2

The Customer must make sure that they have an Access Line with the Physical Characteristics in order to receive the Service. If the Customer changes from the Physical Characteristics, Flaming Ltd cannot be held responsible if the Customer is no longer able to receive the Service.

3.3

Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Customer may not:

3.3.1 Transfer rights to the use of the Service to any third party, whether in whole or in part;

3.3.2 Disclose Service features, errors or viruses to any third party without the prior written consent of Flaming Ltd;

3.3.3 Use the Service except in conjunction with Flaming Ltd recommended operating environment, notified by Flaming Ltd or modifies the Service without Flaming Ltd prior written consent.

3.3.4 Flaming Ltd reserves the right to change the Customer's password at any time at its sole discretion.

3.4

From time to time certain Points of Presence (PoPs), servers, or the whole or part of the Network may be closed down for routine repair or maintenance work. Flaming Ltd or its authorised representative shall give as much notice as in the circumstances is reasonable and

Flaming Ltd shall endeavour to carry out such works during the scheduled maintenance periods as published from time to time.

3.5

Flaming Ltd may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. Flaming Ltd will give the Customer as much notice as possible of any planned interruption of the Service. In these circumstances The Customer shall have no claim against Flaming Ltd for any such interruption.

ADX 4. AUTHORISATIONS AND AUTHENTICATION

4.1.

Flaming Ltd will issue a username and password to the Customer via e-mail if not already issued for another service. This login information will serve as identification of the Customer and all services attached to and within its control panel to the Company, when accessing the Company's XDSL services, either via its web site or through its programmatic interfaces. The Company will perform no further authentication of the Customer's identity.

4.2.

The Customer agrees that all web site activities and programmatic actions which can be traced to its username and password are deemed as having been performed by Flaming Ltd itself and are legally binding on it.

4.3.

The Customer is responsible for careful use and storage of the username and or password issued by Flaming Ltd. The Customer acknowledges that Flaming Ltd recommends changing the password on a regular basis. If misuse or theft of the login information is suspected, the Customer agrees to immediately notify Flaming Ltd in order to suspend the account and or take other appropriate measures. The Company shall not be liable for losses or other consequences arising out of such misuse.

ADX 5. RISKS

5.1.

Flaming Ltd acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Customer agrees to accept full responsibility arising from such risks and the consequences of using Flaming Ltd XDSL and related services herein and contravening clause 5 within the agreement.

ADX 6. CUSTOMER LIABILITY

6.1.

The customer agrees to abide to all laws and regulations applicable services provided by him. The Customer shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

6.2.

The Customer acknowledges and warrants that the Service shall be used in the way intended and

defined within this agreement and related addendums. Therefore the Customer shall comply with all relevant rules and regulations as in defined in clause ADX3 herein, regarding treatment, use and exploitation of private personal data and other personal information of the potential End User. Such compliance shall include without limit, the right for the recipient to be informed and their right to access this information and to modify it or to “opt out” completely of Flaming’s database along with the manner in which they can request this.

6.3.

The Customer hereby agrees to indemnify and hold Flaming Ltd, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of Flaming Ltd services, use of the services, connection to the Services, breach of this Agreement and or the Customers violation of any rights of any other Person or Persons.

ADX 7. PRICING AND PAYMENT

7.1.

Flaming Ltd shall provide the Customer with the Service for the fees as defined in writing and or the availability through the control panel or Flaming Ltd website. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

7.2.

Subject to our discretion we will invoice you with credit terms of 30 days net, on an Annual basis only. Flaming Ltd may charge interest on all outstanding amounts on a daily basis at the rate of 3% per annum above the base lending rate, from the date of the invoice until the date of actual payment or judgement has been enforced.

7.3.

Any installation fee as specified to you in writing, website or through your control panel, is payable in advance by credit card or as reference in clause 6.5 of the main agreement

7.4.

All fees are subject to change with XDSL. In the event that the Flaming Ltd increases its fees, you will receive prior notice as determined within the agreement.

7.5.

In addition to the fee set out on the web site and or determined to the Customer in writing, Flaming Ltd shall be entitled to charge the Customer for the reasons given.

7.5.1. Internal Relocation - If a Customer wants to relocate the main phone socket from one room/floor to another within the same building.

7.5.2. Abortive Visit Charge - Abortive visits include attendance to incorrect address provided by the customer, site does not meet requirements specified by BT or End User is not available.

7.5.3. Administration Charges - Where Customer provides illegible, materially incomplete or incorrect order details.

7.5.4. Reworking Charge - If the Customer consents to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.

7.5.5. Order Cancellation - If the Customer requests the cancellation of the Flaming Ltd ADSL service five (5) or less days prior to the arranged installation date.

7.6. Method of payment – as referred to in clause 6.7 of the Resellers Agreement

ADX 8. INTELLECTUAL PROPERTY RIGHTS

8.1.

It is agreed and acknowledged by the parties that all communication media and systems associated with the web site www.flamingltd.com, the control panel, client area and the underlying services remain the property of the Company, its suppliers or partners as appropriate. By using the services, the Customer shall not obtain any rights in the infrastructure, content, Intellectual Property, or software associated with the services.

8.2.

To run in conjunction with clause 4 of the Customer agreement.

ADX 9. AGREEMENT AND ADDENDUM AMENDMENTS

9.1.

Flaming Ltd reserves the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the Customer by posting in the news section of Flaming Ltd's Web site. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service after a period of Fourteen (14) days from the date of posting on the Web site.

ADX 10. DURATION AND TERMINATION

10.1.

This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party in reference to clause 26 of the customer agreement including sub clauses.

ADX 11.13 SEVERABILITY

11.1.

If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and Addendums and the remaining provisions of this

For and on Behalf of:-

Company: _____

Signature: _____

Date: _____