



## INFORMATION: TERMS & CONDITIONS

1. Interpretation
2. Supply of the Specified Service
3. Charges
4. Rights in Input Material and Output Material
5. Warranties and Liability
6. Termination
7. General
8. Risk and Property
9. Technology and Credit Card Security

### 1. Interpretation



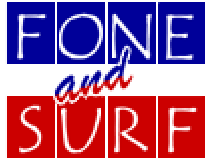
In these conditions:

- **1.1 'Client'** means the person for whom FoneandSurf has agreed to provide the Specified Service in accordance with these Conditions.
- **1.2 'Conditions'** means these terms and conditions of supply.
- **1.3 'Contract'** means the agreement (including any quote or tender for work) for the provision of service or goods to the Client subject to these terms and conditions of supply.
- **1.4 'Document'** includes, in addition to a document in writing, any drawing or diagram, tape, disk or other device embodying data in any form.
- **1.5 'FoneandSurf'** means a webring portal for Fone-Tech LTD and GTC Field Marketing, situated at 343 Bath Road, Hounslow West, Middlesex, TW3 3DH.
- **1.6 'Input Material'** means any Document or other materials and any data or other information provided by the Client relating to the Specified Service.
- **1.7 'Working Day'** means Monday to Friday (excluding Bank Holidays) between 0900 hours and 1700 hours.
- **1.8 'Output Material'** means any Document or other materials and any data or other information provided by FoneandSurf relating to the Specified Service.
- **1.9 'Specified Service'** means the supply of the services or goods specified in the Contract together with any other supply of goods work or service which FoneandSurf provides or agrees to provide to the Client.
- **1.10 'Standard Charges'** means the standard charges of FoneandSurf as shown in the Contract or other published literature of FoneandSurf in relation to the Specified Service from time to time.
- **1.11** The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Supply of the Specified Service



- **2.1** FoneandSurf shall provide the Specified Service pursuant to these Conditions. These terms and conditions supersede and override any terms and conditions of the Client.
- **2.2** Any changes or additions to these Conditions must be agreed in writing signed by the Client and in the case of FoneandSurf a Director of



FoneandSurf.

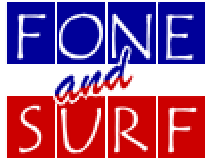
2.3 FoneandSurf reserves the right to substitute the personnel specified in any Contract in the event of non-availability for whatever reason.

- **2.3** The Client shall at its own expense supply FoneandSurf with all necessary Documents or other materials and all necessary data or information relating to the Specified Service, within sufficient time to enable FoneandSurf to provide the Specified Service. The Client shall ensure the accuracy of all Input Material.
- **2.4** The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. FoneandSurf shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.
- **2.5** The Specified Service shall be provided in accordance with the Contract during the Working Day and otherwise in accordance with FoneandSurf's current brochure and published literature relating to the Specified Service from time to time, subject to these Conditions.
- **2.6** In the event of the Specified Service being provided at the request of the Client at times other than Working Day the time will be charged in 4 hour segments as follows:
  - **2.6.1** Weekdays and Saturdays time will be charged at 1.5 times normal rate.
  - **2.6.2** Sundays and Bank Holidays time will be charged at 2 times normal rate.
- **2.7** FoneandSurf may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service (including the Contract) without any liability to the Client.
- **2.8** FoneandSurf may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Specified Service.
- **2.9** FoneandSurf reserves the right to increase the price for the Specified Service in the event of:
  - **2.9.1** Increase in costs incurred by FoneandSurf resulting from delays caused by any reason directly attributable to any act or default of the Client.
  - **2.9.2** Changes in the Specified Service or its specification or design, which are requested by the Client.
  - **2.9.3** Incorrect or incomplete information furnished by the Client.
  - **2.9.4** Increases in costs incurred by FoneandSurf resulting from Delays, which are attributable to reasons beyond FoneandSurf's control.

### 3.Charges



- **3.1** Subject to any special terms agreed in writing, the Client shall pay FoneandSurf's Standard Charges and any additional sums which are agreed between FoneandSurf and the Client for the provision of the Specified Service or which, in FoneandSurf's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- **3.2** FoneandSurf shall be entitled to vary its Standard Charges from time to time by giving not less than 1 month's written notice to the Client.
- **3.3** All charges quoted to the Client for the provision of the Specified Services are exclusive of all travel expenses, parking, hotel accommodation and any other actual or real expenses incurred by



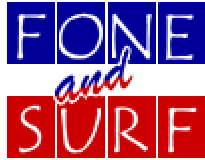
FoneandSurf on behalf of the Client and any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time. All car mileage driven for or on behalf of the Client will be charged at 40p per mile. Expense invoices will be payable within 14 days of the date of the invoice.

- **3.4** In the case of fixed price Specified Services, 50% of the fixed price (excluding expenses) is payable prior to the start of work and the balance of the fixed price will be payable within 14 days of completion of the work.
- **3.5** FoneandSurf shall be entitled to invoice the Client following the end of each month in which the Specified Service is provided, immediately upon completion of the provision of the Specified Service, or at other times agreed with the client.
- **3.6** All sums payable shall be paid by the Client (together with any applicable Value Added Tax and without any set-off or other deduction) within 30 days of FoneandSurf's invoice.
- **3.7** If for any cause (other than failure by the Client to comply with its obligations hereunder) the Client does not accept delivery of the Specified Service or any part thereof on the delivery date agreed between FoneandSurf and the Client then the Client shall (in substitution for the amounts and dates of payment otherwise agreed) make payment as follows:
  - **3.7.1** 80% of the sums due on the delivery date agreed between FoneandSurf and the Client.
  - **3.7.2** The remaining 20% of the sums due on the agreed delivery date to be paid on actual delivery.
- **3.8** If payment is not made on the due date, FoneandSurf shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4% per annum above the base rate of Lloyds TSB Bank PLC from time to time (or where applicable and if greater at the statutory rate otherwise provided for pursuant to the late payment of Commercial Debts (Interest Act 1998)).

#### 4. Rights in Input Material and Output Material



- **4.1** The property and any copyright or other intellectual property rights in:
  - **4.1.1** any Input Material shall belong to the Client
  - **4.1.2** any Output Material shall (unless otherwise agreed in writing between the Client and a Director of FoneandSurf) belong to FoneandSurf subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service provided the Client has paid all outstanding sums in respect thereof.
- **4.2** Any Input Material or other information provided by the Client which is so designated by the Client in writing and any Output Material shall be kept confidential by FoneandSurf and all Output Material or other information provided by FoneandSurf which is so designated by FoneandSurf shall be kept confidential by the Client; but the foregoing shall not apply to any Document or other materials, data or other information which are public knowledge at the time when they are so provided by either party and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- **4.3** The Client warrants that any Input Material and its use by FoneandSurf for the purpose of providing the Specified Service will not infringe the copyright or other rights including intellectual property rights of any third party, and the Client shall indemnify FoneandSurf against any loss, damages, costs, expenses or other claims arising from any such infringement.



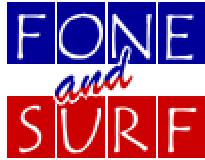
- **4.4** Subject to paragraph 4.3, FoneandSurf warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party.
- **4.5** The supply of any software by FoneandSurf pursuant to this agreement shall be subject to the terms and conditions of any licensor. FoneandSurf does not give any warranties in respect of third party software and the terms of supply are as set out in the Licence Agreement.

## 5.Warranties and Liability



- **5.1** FoneandSurf warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to in the Contract. Where FoneandSurf supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, FoneandSurf does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to FoneandSurf.
- **5.2** FoneandSurf shall have no liability to the Client for any loss, damages, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- **5.3** Except in respect of death or personal injury caused by FoneandSurf's negligence or insofar as otherwise precluded by law or as otherwise expressly provided in these Conditions, FoneandSurf shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term breaching this agreement, negligence, tort, breach of statutory duty or any duty at common law, or under the express terms of the Contract, for any loss or profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of FoneandSurf, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client and the entire liability of FoneandSurf under or in connection with the Specified Service shall not exceed the amount of FoneandSurf's charges for the provision of the Specified Service.
- **5.4** FoneandSurf shall not be liable to the Client or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of FoneandSurf's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the reasonable control of FoneandSurf.
- **5.5** If FoneandSurf is prevented or delayed in the performance of its obligations under this agreement by any cause beyond its reasonable control, FoneandSurf shall be entitled without liability to the Client (if it has notified the Client within 21 days of the occurrence of such cause) to extend the time for its performance of its obligation under this agreement by a period equivalent to that during which its performance has been delayed or prevented by such cause.

## 6.Termination

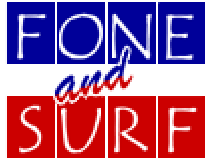


- **6.1** The Client shall be entitled to terminate the Specified Service at any time by giving not less than 1 month's written notice to FoneandSurf.
- **6.2** Either party may (without limiting any other remedy) at any time terminate the Specified Service by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- **6.3** In the event of termination by the Client, any time already worked by FoneandSurf and all expenses incurred shall become immediately payable and without prejudice to any other rights FoneandSurf may have 25% of the outstanding time or Working Day shall be invoiced immediately and will be due and payable within 14 days.

## 7. General



- **7.1** The Client acknowledges and agrees that FoneandSurf have invested considerable sums and incurred considerable expense in the training of their personnel and therefore the Client will not directly or indirectly during the course of the Specified Service or for 1 calendar year from the date of completion of the Specified Service solicit or employ any FoneandSurf personnel. If an offer of employment is made by the Client directly or indirectly and accepted by a member of FoneandSurf personnel, then the Client agrees that by way of liquidated damages and compensation to FoneandSurf for the loss of such trained personnel the Client will make payment to FoneandSurf immediately an amount equivalent to 50% of the annual salary offered to such personnel.
- **7.2** These conditions (together with the terms, if any, set out in the Contract) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties and signed on behalf of FoneandSurf by a Director of FoneandSurf. All other terms and conditions express or implied by the statute or otherwise are excluded to the fullest extent permitted by law. In the event of a conflict between these conditions and the express terms contained in the Contract, the Contract terms shall apply.
- **7.3** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- **7.4** No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach thereof by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- **7.5** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- **7.6** Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the law Society in accordance with the rules of the said Society.
- **7.7** English law shall apply to this agreement and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- **7.8** FoneandSurf shall be entitled to assign, transfer or otherwise dispose



of the benefit or burden of this agreement.

## 8. Risk and Property



- **8.1** The Goods shall remain the property of the Seller as legal and equitable owner and no property in or title to the Goods shall pass to the Buyer until their full price has been duly paid to the Seller together with the full price of any goods the subject of any other Contract with the Seller.
- **8.2** While the ownership of the Goods remains with the Seller the Buyer shall store them upon its premises separately from its own goods or those of any other person and in a manner, which makes them readily identifiable as the Goods of the Seller.
- **8.3** Risk in the Goods passes to the Buyer as soon as the Goods leave the Seller's premises.
- **8.4** If any payments due hereunder are overdue in whole or in part the Seller may (without prejudice to its other rights) recover or resell the Goods or any part of them and may enter upon the Buyer's premises (or such other premises where the Goods are stored) by its servants or agents for that purpose.
- **8.5** The Buyer shall not be at liberty to sell on the Goods before effecting payment therefore to the Seller unless such on-sale is at a price not less than the price agreed between the Seller and the Buyer. Without prejudice and subject to the rights of the Seller in law and equity, if any of the Goods shall be sold by the Buyer before payment for them has been made that part of the proceeds of sale which represents or is equivalent to the amount owned by the Buyer, upon trust for the Seller and shall be paid into a separate bank account designated for that purpose. The Seller shall be entitled to trace the proceeds of any such sale(s) into the said bank account (or wherever such proceeds may in fact be located) and the Buyer hereby authorises the Seller to make enquiries of its bankers (or otherwise as appropriate) relating to such proceeds.
- **8.6** The Buyer shall ensure that the Goods are not incorporated in or mixed with or used as part of other Goods ("New Goods") before payment for the Goods has been made to the Seller although if such incorporation or mixing shall take place the property in those Goods which remain identifiable and/or severable from such New Goods shall be and remain with the Seller until payment has been made or the New Goods have been sold as aforesaid and all the Seller's rights hereunder in the Goods shall extend to such part or the New Goods and to the proceeds of sale thereof, which shall be held by the Buyer in accordance with sub-condition 8.6 hereof.

## 9. Technology and Credit Card Security



- **9.1** All credit card numbers are encrypted in the software when the orders are placed using 128-bit encryption. These are only decrypted after reaching our systems and are not held in clear text on any web Servers.