SERVICES DESCRIPTION – EMAIL SERVICES

1. INTERPRETATION & ADDITIONAL DEFINITIONS

1.1 Unless the context otherwise requires, terms and phrases defined in the Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.

1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the Terms & Conditions and the Services Order Form:

"we", "us"," our" and "MT" means Manx Telecom Limited.

"you", "your" and "member" means you the Customer.

"Email Services" means the electronic mail services utilising the manx.net, isleofman.org and isleofman.com domain names or member specific domain names used in conjunction with MT E-biz.

"Junk Mail Manager" means an anti-spam system that may be offered as part of Email Services from time to time.

2. PROVISION OF EMAIL SERVICES

2.1 By completing the registration process or Services Order Form, you are indicating your consent to be bound by all of the Terms and Conditions of this Services Description and MT's Terms and Conditions. Read these documents carefully as they set forth your rights and obligations with respect to use of the Email Services.

2.2 The Email Services are electronic mail services and the software associated therewith (collectively, the "Service"), is owned by, and the Service operated by MT and is provided to you (the "member") under the terms and conditions of this Services Description and any operating rules or policies that may be published by MT from time to time.

2.3 MT is providing you with a capability to send and receive electronic mail ("e-mail") via the World Wide Web and POP3. MT may charge you for the service, in accordance with our price list, and is dependent on the specific service you register for. You must:

2.3.1 Provide all equipment, including a computer and router or other such devices, necessary to establish a connection to the World Wide Web, and

2.3.2 Provide for your own access to the World Wide Web and pay any telephone or other connection and service fees associated with such access. Subject to these terms and conditions, MT grants you as a member a non-exclusive, non-transferable, limited license to use the service solely for such purpose and for the duration of this agreement. You agree to:

(1) Provide certain current, complete, and accurate information about yourself as a member as prompted to do so by the service and
(2) Maintain and update this information as required to keep it current, complete and accurate.

All information requested on original sign up shall be referred to as registration data ("registration data"). You as a member grant MT the right to disclose to third parties certain registration data about member and service membership in the aggregate; however such

disclosures shall exclude member-specific name, mailing address, e-mail address, account and phone number information unless:

(1) You expressly agree such information may be disclosed, or
(2) MT is required to disclose such information by any applicable law, agency, or legal process.

If any information provided by you as a member is inaccurate, MT retains the right to terminate your membership and rights to use the service.

3. MODIFICATIONS TO TERMS OF SERVICE

3.1 We may revise this service description and any of the documents referred to herein. You are expected to review this Service Description and any of the documents referred to herein from time to time in order to consider any changes that we make hereto and thereto, as such changes will be binding on you once you access the Service. Your continued use of the Service constitutes an affirmative acknowledgment by you as a member of the terms and conditions, including without limitation any modifications or changes thereto. Some of the provisions contained in this Service Description may also be superseded by provisions or notices published elsewhere on any of Our Websites.

4. MODIFICATIONS TO THE SERVICE

4.1 MT reserves the right to modify or discontinue the Service, or any portion thereof, with or without notice to you. MT shall not be liable to you or any third party should MT exercise its right to modify or discontinue the Service.

5. MT's PRIVACY POLICY

5.1 MT will not monitor, edit, or disclose the contents of a member's private communications unless required to do so by law or in the good faith belief that such action is necessary to:

(1) Conform to law, judicial or agency order or other like instructions;
(2) Protect and defend the rights or property of MT;
(3) Act under exigent circumstances to protect the personal or informational safety of its members or the public; or
(4) As MT determines is reasonably necessary for the maintenance of the Service.

Member acknowledges and agrees that MT does not engage in monitoring or exercising editorial control over any messages sent over the Service and that MT shall not be liable for failure to so monitor or edit.

Member acknowledges and agrees that MT neither endorses the contents of any member communications nor assumes responsibility for any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby.

Member acknowledges and agrees that certain technical processing of email messages and their content may be required to:

(1) Send and receive messages;
(2) Conform to connecting networks' technical requirements;

(3) Conform to the limitations of the Service; or
(4) Conform to other similar requirements.

Member acknowledges that such processing and alteration are automated and do not constitute the exercise of editorial control over the messages or the monitoring of message content.

6. MEMBER ACCOUNT, PASSWORD AND SECURITY

6.1 Member is entirely responsible for maintaining the confidentiality of member's password and account. Furthermore, member is entirely responsible for any and all activities which occur under member's account and agrees to indemnify, defend, and hold harmless excite for any liability or expense arising from such use or misuse. Member agrees to immediately notify MT of any unauthorized use of member's account or any other breach of security known to member. Member may set up a new account and close an old one in accordance with directions on the system.

6.2 MT reserves the right to restrict access to any account, without prior notification, which is identified as being used to send Spam, Viruses or any other e-mail type listed in Section 10.1, either by the user or another unauthorised third-party. Access will be returned to the Member upon confirmation of their identity; the Member will also be required to change the account password.

7. DISCLAIMER OF WARRANTIES

7.1 Member expressly agrees that use of the Service is at member's sole risk. The Service is provided on an "as is" and "as available" basis. MT makes no warranty that the Service will meet member's requirements, or that the Service will be uninterrupted, timely, secure, or error free; nor does MT make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. MT expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Member understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Service is done at member's own discretion and risk and that member will be solely responsible for any damage to member's computer system or loss of data that results from the download of such material and/or data. MT makes no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by member from MT or through the Service shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to member.

8. NO RESALE OF THE SERVICE

8.1 Member's right to use the Service is personal to member. Member agrees not to resell the Service, without the express consent of MT.

9. E-MAIL MESSAGE STORAGE, DELETION OF MAILBOXES AND OTHER LIMITATIONS

9.1 MT assumes no responsibility for the deletion or failure to store, deliver, or timely deliver e-mail messages. MT will automatically delete an @manx.net mailbox, that has been provided

free of charge, where that mailbox has not been accessed for a period of 90 days. E-mail messages more than 90 days old that have been transferred to Trash/Deleted items folder will be automatically deleted. MT has set no fixed upper limit on the number of messages a member may send or receive through the Service; however, MT retains the right, at MT's sole discretion, to determine whether or not member's conduct is consistent with the letter and spirit of the agreement and may terminate Service if a member's conduct is found to be inconsistent with it. MT reserves the rights to set limits on number of messages or their storage requirements. Members subscribed to chargeable options, either with an @manx.net, @isleofman.com or @isleofman.org address, and members subscribed to E-Biz Services will not be subject to the mailbox removal process as detailed above. Deletion of Trash/Deleted items folder contents applies to all @manx.net, @isleofman.com and @isleofman.org addresses but not to any subscriber to E-Biz Services.

9.2 E-mail messages stored within the Junk Mail Manager system Inbox will be automatically deleted after 30 days. E-mail messages stored within the Junk Mail Manager System Deleted Items folder will be automatically deleted after 7 days

9.3 Any message in an account or folder therein which is deleted, or any message which is deleted from the Junk Mail Manager system, is irretrievable.

10. MEMBER CONDUCT

10.1 Member is solely responsible for the contents of his or her transmissions through the Service. Member's use of the Service is subject to all applicable local, national and international laws and regulations. Member agrees:

(1) To comply with local law regarding the transmission of technical data;
(2) Not to use the Service for illegal purposes;
(3) Not to interfere or disrupt networks connected to the Service; and
(4) To comply with all regulations, policies and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, member's conduct is subject to Internet regulations, policies and procedures. Member will not use the Service for chain letters, junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process. Member agrees not to transmit through the Service any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. Member shall not interfere with another member's use and enjoyment of the Service or another entity's use and enjoyment of similar services. MT may, at its sole discretion, immediately terminate Service should member's conduct fail to conform to these terms and conditions.

11. INDEMNIFICATION

11.1 Member agrees to indemnify and hold MT, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of member's use of the Service the violation of this

agreement by member, or the infringement by member, or other user of the Service using member's computer, of any intellectual property or other right of any person or entity.

12. TERMINATION

12.1 Either member or MT may terminate the Service with or without cause at any time and effective immediately. Termination shall be accompanied by a notice to the other party. MT shall not be liable to member or any third party for termination of Service. Should member object to any terms and conditions of the agreement or any subsequent modifications thereto or become dissatisfied with the Service in any way, member's only recourse is to immediately:

(1) Discontinue use of the Service;
(2) Terminate Service membership; and
(3) Notify MT of termination. Upon termination of the Service, member's right to use the Service immediately ceases. Member shall have no right and MT will have no obligation thereafter to forward any unread or unsent messages to member or any third party.

13. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

13.1 Member may enter into correspondence with or participate in promotions of the advertisers showing their products on the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between the corresponding member and the advertiser. MT assumes no liability, obligation or responsibility for any part of any such correspondence or promotion

14. PROPRIETY RIGHTS TO CONTENT

14.1 Member acknowledges that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to member by the Service ("Content") by MT or MT's suppliers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; therefore, member is only permitted to use this Content as expressly authorized by the service or the advertiser. Member may not copy, reproduce, distribute, or create derivative works from this content without expressly being authorized to do so by the service or the advertiser. Except as expressly permitted by law, member agrees not to disassemble or otherwise reverse engineer any of the software of the Service for any reason, or permit any third party to do so.