



## MANX TELECOM TRADING LIMITED WEBSITE TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE ANY OF OUR WEBSITES.**

**BY USING ANY OF OUR WEBSITES, YOU INDICATE THAT YOU ACCEPT THESE TERMS OF USE AND THAT YOU AGREE TO ABIDE BY THEM.**

**IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN PLEASE REFRAIN FROM USING ANY OF OUR WEBSITES.**

### 1. BACKGROUND

These website terms of use together with the documents referred to herein (together the **Website Terms of Use**) provide the terms of use on which you may use (whether as a guest or a registered user) any of our websites from time to time, which currently include, but not limited to:

- [www.manxtelecom.com](http://www.manxtelecom.com);
- [www.isleofman.com](http://www.isleofman.com);
- [www.manx.net](http://www.manx.net);
- [www.directory.im](http://www.directory.im); and
- [www.mobileglobalsolutions.com](http://www.mobileglobalsolutions.com)

together **Our Websites**.

### 2. INFORMATION ABOUT US

Each of Our Websites is operated by or on behalf of Manx Telecom Trading Limited or by one of our subsidiary companies (together **we** or **us** or **our**).

We are registered in the Isle of Man under company number 005629V and our registered office is at Isle of Man Business Park, Cooil Road, Braddan, Isle of Man IM99 1HX, which is also our Isle of Man head office. Our VAT number is GB 003-2919-12.

Manx Telecom Trading Limited is licensed by the Isle of Man Communications Commission to provide fixed line, Internet and mobile communications services (amongst other services) in the Isle of Man.

### 3. ACCESSING ANY OF OUR WEBSITES

Access to each of Our Websites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on any of Our Websites without notice (see below).

We will not be liable if for any reason any of Our Websites is unavailable at any time or for any period.

From time to time, we may restrict access to each of Our Websites or some parts of any of Our Websites to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We

have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Website Terms of Use.

When using any of Our Websites, you must comply with the provisions of our Use Policy, the current version of which is which is available at [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms).

You are responsible for making all arrangements necessary for you to have access to each of Our Websites. You are also responsible for ensuring that all persons who access each of Our Websites through your Internet connection are aware of these Website Terms of Use, and that they comply with them.

We do not warrant or guarantee:

- that any of Our Websites will be virus or error free; or
- any of the information provided on any of Our Websites.

Whilst we make all reasonable attempts to exclude viruses and errors from each of Our Websites, we cannot ensure such exclusion and no liability is accepted for viruses or errors. You are therefore recommended to take all appropriate safeguards before downloading information or images from any of Our Websites.

All information, references and other details contained in each of Our Websites are provided in good faith and believed to be correct, but any user intending to act upon information published on any of Our Websites should not rely on them as statements of fact, but must satisfy themselves otherwise as to the correctness of each of them.

### 4. INFORMATION SERVICES

We provide certain information services on Our Websites that includes, but is not limited to, news and events and an on demand television news channel (together **Our Information Services**) that:

- can be accessed by users by means of one or more of Our Websites;
- are currently provided without charge, but we shall be entitled, upon providing proper notice, to introduce other access fees, subscription fees or other charges or conditions in relation thereto; and
- are provided as an added service and is for personal and recreational enjoyment.

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Reliance on any information provided on any of Our Websites by means of our Information Services or otherwise is done so entirely at the user's own risk and we accept no responsibility whatsoever and shall not be liable to the user for any direct or indirect loss, including any loss of profit, reputation, goodwill or business, suffered by the user as a result of reliance on such information or otherwise.

We make no representations or warranties, express or implied, on the quality of the content and streaming speed of our Information Services or its availability on any user device or on any of Our Websites.

We reserve the right to change, vary, suspend, replace, discontinue, withdraw or terminate any of our Information Services or any content on any of Our Websites at our absolute discretion and without prior notice.

For the avoidance of doubt, our provision of the Information Services shall be considered as part of the website by means of which it is accessed and so all provisions regarding a user's access of any of Our Websites in these Website Terms of Use shall also apply to the provision of the Information Services.

### 5. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights that is contained on each of Our Websites and in the material published thereon and in the Information Services. Those works are protected by copyright laws. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from any of Our Websites for your personal reference and you may draw the attention of others within your organisation to material posted on any of Our Websites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on any of Our Websites must always be acknowledged.

You must not use any part of the materials on any of Our Websites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of any of Our Websites in breach of these Website Terms of Use, your right to use any of Our Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Resale of any information that is provided on any of Our Websites is expressly forbidden.

### 6. RELIANCE ON INFORMATION POSTED OR PROVIDED

Commentary and other materials posted on any of Our Websites or provided by means of the Information Services are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to any of Our Websites, or by anyone who may be informed of any of its contents.

### 7. EACH OF OUR SITES CHANGE REGULARLY

We aim to update each of Our Websites regularly, and may change the content at any time. If the need arises, we may suspend access to any or all of Our Websites, or close any of them indefinitely. Any of the material on any of Our Websites may be out of date at any given time, and we are under no obligation to update such material.

### 8. OUR LIABILITY

The material displayed on each of Our Websites is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies, each of our suppliers, each party that advertises from time to time on any of Our Websites and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; or
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with any of Our Websites or in connection with the use, inability to use, or results of the use of any of Our Websites, any websites linked to each of Our Websites and any materials posted thereon, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
  - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### 9. INFORMATION ABOUT YOU AND YOUR VISITS TO ANY OF OUR WEBSITES

We process information about you in accordance with our privacy policy a copy of which can be found at [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms) and our cookie policy a copy of which can be found at [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms). By using any of Our Websites, you consent to such processing and you warrant that all data provided by you is accurate.

### 10. TRANSACTIONS CONCLUDED THROUGH ANY OF OUR WEBSITES

- 10.1 Contracts formed through any of Our Websites or as a result of visits made by you to any of Our Websites

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for the supply of equipment or the provision of services to you:

- (a) by MT are governed by our terms and conditions of supply, a copy of which can be found at [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms); or
- (b) by a third party (excluding MT) are governed by our classified advertisement terms and conditions, a copy of which can be found at [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms).

### 11. UPLOADING MATERIAL TO ANY OF OUR WEBSITES

Whenever you make use of a feature that allows you to upload material to any of Our Websites, or to make contact with other users of any of Our Websites, you must comply with the content standards set out in our Use Policy.

You warrant that any such contribution does comply with those standards, and you indemnify us fully and effectively:

- for any breach of that warranty; and
- from and against all costs, claims, liability, expenses (including legal expenses), damages and losses incurred by us as a result of a breach by you of the provisions contained in this clause 11, whether arising under tort, statute or otherwise.

Any material that you upload to any of Our Websites will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to any of Our Websites constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of any of Our Websites.

We have the right to remove any material or posting you make on any of Our Websites if, in our opinion, such material does not comply with the content standards set out in our Use Policy.

### 12. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse any of Our Websites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to any of Our Websites, the server on which any of Our Websites are stored or any server, computer or database connected to any of Our Websites. You must not attack any of Our Websites via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the UK Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use any of Our Websites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of any of Our Websites or to your

downloading of any material posted thereon, or on any website linked thereto.

### 13. LINKING TO ANY OF OUR WEBSITES

You may link to the home page of any of Our Websites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

None of Our Websites shall be framed on any other site, nor may you create a link to any part of any of Our Websites other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Use Policy.

If you wish to make any use of material on any of Our Websites other than that set out above, please address your request to [products@manxtelecom.com](mailto:products@manxtelecom.com).

### 14. LINKS FROM ANY OF OUR WEBSITES

Where any of Our Websites contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

These Website Terms of Use do not apply to any third party website that is linked from time to time to any of Our Websites.

You should read the terms and conditions pertaining to such third party websites before using them and direct any questions or comments about the linked website's contents to the relevant website provider.

### 15. JURISDICTION AND APPLICABLE LAW

The Isle of Man courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These Website Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Isle of Man law.

### 16. TRADE MARKS

All trading names, brand names, products and service names and titles and copyrights used in each of Our Websites are trade marks, trade names and service marks or copyrights of their respective holders. No permission is given by us for their use by any person other than such holders and such use may constitute an infringement of the holders' rights.

### 17. VARIATIONS

We may revise these Website Terms of Use and any of the documents referred to herein.

You are expected to review these Website Terms of Use and to any of the documents referred to herein from time to time in

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order to consider any changes that we make hereto and thereto, as such changes will be binding on you once you access any of Our Websites.

Some of the provisions contained in these Website Terms of Use may also be superseded by provisions or notices published elsewhere on any of Our Websites.

### **18. SEVERANCE**

If any provision of these Website Terms of Use is found to be invalid or unenforceable by a court, then it will be severed from the rest of these Website Terms of Use which shall remain unaffected.

### **19. ENTIRE AGREEMENT**

These Website Terms of Use and the documents and policies referred to herein represent the entire understanding relating to the use of Our Websites and supersede all other statements, representations or warranties (whether written, made electronically or orally) that we may have made previously.

Nothing in these Website Terms of Use shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently.

Any rights not expressly granted in these Website Terms of Use are reserved by us.

### **20. YOUR CONCERNS**

If you have any concerns about material which appears on Our Websites, please contact [products@manxtelecom.com](mailto:products@manxtelecom.com).

Thank you for visiting Our Websites.