

Terms and conditions

CyberHive Ltd have adopted a philosophy that assumes the honesty and good intent of customers. Services are provided in as unrestricted a manner as possible, to allow customers to have the richest Internet experience possible.

Please note that in this agreement, "we"/"us"/"our" denotes CyberHive Ltd, registered office 2nd Floor, Newmarket House, Market Street, Newbury, RG14 5DP, and "you"/"your" denotes you the customer.

These terms and conditions must be read in conjunction with our acceptable use policy (AUP), which may be subject to change from time to time. It is your responsibility to ensure that you comply with the latest edition of the AUP in force at any given time.

If you have any questions about any of our policies, please contact your Customer Support Manager or sales@cyberhive.com

These terms and conditions may be revised, without notice, at any time, at the sole discretion of CyberHive Ltd. Completion of the relevant order form is deemed to be an agreement to our terms and conditions.

1. CyberHive reserve the right to suspend or terminate your account without notice or refund, levy additional charges, or block access to the relevant area of the service if the service has been misused. Refer to the AUP for definitions of misuse.
2. In completing an application form, you agree to indemnify CyberHive Ltd against any claim, costs or liability incurred as a result of your use of the service.
3. Accounts and services must not be used for any illegal act or purpose. If the service

is used for illegal purposes, CyberHive Ltd may be required to terminate the service by United Kingdom agencies, or other relevant authorities. In these circumstances, you will not be entitled to any refund of fees. Such action will not remove the customer's liability to pay any outstanding fees for the duration of the contract.

4. You must notify CyberHive Ltd of any change of contact details. All contact details will remain confidential and CyberHive Ltd will not supply this information to third parties, other than when requested by a recognised legal authority.
5. If you disagree with an invoice from us you must notify us in writing within 30 days of the invoice date, failing which you will be deemed to have agreed to its terms. You agree that you will in any event pay all undisputed amounts in accordance with this contract.
6. Liability for any loss of service shall not exceed the proportionate amount of the subscription fee.
7. CyberHive Ltd's total liability to you under this agreement, from all causes of action and under all theories of liability, will be limited to the payments actually received from you for the specific order(s) of products and / or Services from which the liability arises (where applicable), and in no event shall such total liability exceed the payments actually received from you under this agreement during the twelve (12) months prior to the date of the event giving rise to any liability.
8. In no event will CyberHive Limited be liable to you for any special, incidental, punitive or consequential damages (including, without limitation, lost profits, loss of use, loss of data or loss of goodwill), or the costs of procuring substitute products and / or Services, arising out of or in connection with this agreement or the use or performance of any products and / or services provided by CyberHive Ltd hereunder, whether such liability arises from any claim based upon breach of

contract, breach of warranty, tort (including negligence), product liability or otherwise. The parties have agreed that these limitations will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

9. You will not, under any circumstances, re-sell, rent out or share use of the Service or any part thereof, to, or with, any other person, except where specifically agreed with CyberHive Limited in writing.
10. Payments are monthly, quarterly, or yearly in advance.
11. Payments may be made by cash, cheque or bank transfer, the amount payable being set out on the order form.
12. Service charges do not include any provision for customer telephone charges or hardware provision other than any Customer Premises Equipment (CPE) set out on the order form. It is your responsibility to ensure that you have the necessary means of connection to this CPE.
13. CyberHive Limited reserves the right, from time to time, and without obligation or liability of any kind, to:
 - Change the products and / or Services offered
 - Add products and / or Services to or delete products and / or services from CyberHive's published price list
 - Change or terminate the level or type of support that CyberHive makes available.
- 13.1 CyberHive will provide at least twenty one (21) days' notice of any of the changes described in the foregoing clauses via CyberHive's website or renewal reminders.
- 13.2 If and when they occur, changes in pricing will take immediate effect with the next contract renewal.

These terms and conditions are governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.