

# GALE FORCE



**ICT-PARTNERS**

Policy Documents

**Ethos S.A.M. T/A ICT Partners / GALE FORCE Computing / MONACO Online**

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**Ethos S.A.M.** au capital 550.000 Euros

## Policies

### SAM Ethos T/A ICT Partners, Gale Force Computing and Monaco Online Terms and Conditions of Trading

#### Definitions

- (1) "Business Customer" means a customer who is not a Consumer.
- (2) "Consumer" means an individual who is not acting for the purposes of his or her business or profession.
- (3) "The Company" means SAM Ethos T/A ICT Partners, Gale Force Computing and Monaco Online also referred to as "we" or "us" in these terms and conditions or any related schedules or addendums that refer to this policy document.
- (4) "Catalogue" means the catalogue of products and services offered by The Company.
- (5) "Force Majeure" means any cause affecting the performance by The Company of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.
- (6) "Normal Working Hours" means 9.00 am to 5.30 pm on a Working Day.
- (7) "Working days" means Monday to Friday, excluding Bank or other Public holidays.

Please note that special terms apply to Consumers, which prevail over the other provisions of these terms and conditions. Customers who are Consumers are referred to Clause 13.

#### Orders

- (1) All contracts of sale made by The Company shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the party ("the Customer") with whom The Company is dealing. Cancellation of orders by customers is not accepted as many orders are despatched on the same day the order is placed. Cancellation of orders by Consumers will be accepted in accordance with the Consumer Protection (Distance Selling) Regulations 2000. Nothing in these terms and conditions is intended to impinge upon a Consumer's statutory or contractual rights to reject faulty goods.
- (2) All orders are subject to acceptance and to availability of the goods and/or services ordered: The Company is entitled to refuse any order placed by you.

(3) You undertake that:

(a) all details you provide to us for the purpose of purchasing goods or services offered are correct, and

(b) that you are authorised to place an order with us, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit details before providing you with any goods or services.

(c) that any equipment, and data contained therein, brought to The Company belongs to you, if not, that you have the authorisation to be in possession thereof, and that you authorise The Company's staff to work on the equipment and manipulate the data according to your instructions.

(4) Please note, The Company may record and / or monitor inbound and outbound calls and electronic traffic for training purposes.

(5) The Company's privacy policy shall apply to orders placed. A copy of the policy can be provided on request.

#### Prices

(1) Goods and services are invoiced at the price prevailing at time of order. VAT is charged at the rate applicable at the time of invoicing or otherwise in accordance with the law. All Internet and email related services require a 3 month deposit.

(2) The Company reserves the right to modify the prices from time to time without prior written notice.

(3) Any prices quoted by The Company in local currency may be adjusted by The Company due to fluctuations in the US Dollar and the Euro exchange rate.

(4) All costs relating to changes in Monaco Law with regard to Data Compliance affecting email and/or domain hosting services are to be borne by the Business Customer/Consumer.

#### Delivery, Title and Risk

(1) The Company shall use reasonable endeavours to despatch goods and provide services by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies, manufacturer lead times, sub-contractors or 3<sup>rd</sup> party suppliers. If a delay is likely, we shall contact the customer and advise of the delay. A customer who is a Consumer shall be entitled to cancel an order when advised of a delay if the revised delivery date is not acceptable.

(2) In the case of a Business Customer, if The Company is unable to deliver the goods within 60 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to The Company in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to The Company after the above date but before delivery of the goods or notification from The Company that the goods are ready for delivery. This Clause does not apply to Consumers.

(3) In the case of Business Customers, The Company does not accept liability for shortages or damage to deliveries unless the Customer notifies The Company of the shortage or damage in writing within 48 hours of receipt of the delivery. Consumers should notify shortages or damage within a reasonable period of becoming aware.

(4) Business Customers are required to be able to accept the goods or services when they are ready for delivery within Normal Working Hours.

(5) Delivery is deemed to take place when the goods or services are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.

(6) Title in the goods or services does not pass to the Customer until payment is received in full by The Company.

(7) If the Customer cannot accept delivery, The Company may at its option: (a) store and insure the goods at the Customer's expense and risk or (b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (c) re-arrange delivery provided that The Company may charge the Customer for the additional delivery costs incurred.

(8) The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and The Company shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

(9) Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. The Company shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

## Payment

(1) Payment is due on shipment unless a Customer has been approved for credit. The Company's standard credit terms require payment within 28 days from the date of the invoice, except in the case of transactions where different terms are agreed in writing.

(2) If payment is not made on the due date, The Company will be entitled to charge interest daily on the outstanding balance at the rate of 3% above the European Economic Community base lending rate from time to time and in any event a minimum administration fee in the sum of €40 shall be applied to each overdue invoice. Furthermore, all services provided by The Company and related to a Customer's or Consumer's account can and will be suspended or terminated without prior written notice should payment not be made on any outstanding invoice on the due date.

(3) In addition to the payment amount due to The Company, any legal costs incurred by The Company as a result of a breach (non-payment) by the Customer, will be payable by the Customer.

## Product specifications

(1) The Company makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

(2) If The Company cannot supply the goods ordered by the Customer, The Company reserves the right to offer goods of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to The Company in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

(3) Due to the current manufacturing methods of active matrix display panels, a small percentage of sub-pixel anomalies (i.e. a pixel stuck on or off) are accepted by the industry as unavoidable. Accordingly, because the manufacturing yield of perfect active matrix panels is low, displays may have some sub-pixels that are either always on or off. The cost of accepting only theoretically perfect displays would almost double the price of a portable computer using an LCD screen. Please be aware of this before purchasing a TFT screen. The Company has to adhere to the manufacturer's guidelines stipulating that a given number of pixel failures are deemed acceptable before the TFT screen is accepted for replacement on grounds of fault.

## Trade names and Trade Marks

(1) Trade names and marks (other than The Company's) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.

(2) In the case of component purchases, Customers requiring a particular brand of product should, before placing an order, check with The Company the identity of the manufacturer of component it is proposed to purchase.

## Warranties, Returns and Service Termination

Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause 8. Customers who are Consumers are referred to Clause 13.

(1) The Company is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.

(2) Unless otherwise stated in the manufacturer's documentation, all goods delivered to a European mainland address carry a 12-month manufacturer's warranty.

(3) If you purchase goods in the course of your business, the following provisions of this Clause shall apply. Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of goods are excluded to the fullest extent permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.

(4) If you purchase services in the course of your business, the following provisions of this Clause shall apply. The Company shall use its skill and expertise to carry out any contracted works (the "Service(s)") to a standard equivalent to that of a competent computer professional, and shall warrant our work as free from defects, for a period of 30 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by The Company services' engineers or its contracted agents. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, The Company reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s). Additionally, The Company cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than The Company. Except as set out here, all other express or implied terms or warranties relating to the Services are excluded to the fullest extent permitted by law.

(5) Subject to the right of Consumers to return goods for refund under The Consumer Protection (Distance Selling) Regulations 2000 (see Clause 13), The Company does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering. In some instances, Customers may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such goods are not returnable to the manufacturer and may not be sold to other customers. Accordingly, orders for such goods cannot be cancelled and The Company can only accept a return of such Goods where they prove to be defective and the Goods are returned for repair or replacement.

(6) In the event that The Company, at its discretion (unless the Consumer Protection (Distance Selling) Regulations 2000 apply, see Clause 13), agrees to accept the return for credit of unwanted products, the goods must be returned with The Company's prior written agreement within 14 days of delivery. The goods must be unopened and in perfect re-saleable condition. All goods returned in these circumstances (except where the Consumer Protection (Distance Selling) Regulations 2000 apply, see Clause 13) will be subject to a handling fee of 30% of The Company's sale price for the goods, or €50, whichever is the greater.

(7) Subject to testing to verify any alleged fault, we will accept the return of defective goods for full refund or replacement at our option, if, but only if, the goods are returned within 14 days of delivery. Consumers who wish to return defective products are not obliged to follow the processes set out below, but are recommended to do so as this helps us to provide a more efficient returns service.

(a) The Company's technical support staff or Customer Support staff, as appropriate, will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us. If the goods are found on inspection to be defective, the cost of returning the item will be refunded to you. Authorised product returns must be sent to: SAM Ethos T/A ICT Partners, Gale Force Computing and Monaco Online, 13 avenue Saint-Michel, Monte-Carlo, MC 98000, Monaco.

(b) All returned goods (except those returned under Clause 13) must be accompanied by The Company's Returns Authorisation number ('RA Number') which will be allocated upon request. Returned goods will not be accepted without an RA Number. Do not write directly on the manufacturer's packaging. Please write the RA number on the address label provided with the Returns Authorisation and attach it to the returned package. Any defacement of the manufacturer's packaging or damage caused by inadequate packaging may result in the rejection of the return or an additional restocking fee, at The Company's sole discretion.

(c) The Company cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

(d) Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier, and to insure the goods for their full value.

(e) On receipt of the returned product, we will test it to identify the fault you have notified to us.

(f) If following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also. This Clause does not apply to Consumers returning goods pursuant to Clause 13.

(g) Unless otherwise stated in the manufacturer's documentation, all goods delivered to a European mainland address carry a 12-month manufacturer's warranty. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure. In order to resolve your problem as quickly as possible, we may refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer. If you are a consumer, this does not affect your statutory rights.

(h) This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.

(i) No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. If you are a consumer this does not affect your statutory rights. Please note Software Licences are non returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.

(j) Some manufacturers require goods to be returned within 14 days or less in order to secure refund. In such instances the manufacturer's time limit will apply and therefore The Company will only accept a return within 14 days of purchase or the manufacturer's time limit, if that limit is less than 14 days. This is clearly indicated on the catalogue page for the particular product. We can only accept the return of a defective product that does not meet the description, if they are returned to us within 14 days. Beyond that period you will be deemed to have accepted the goods and you must therefore check the goods promptly on receipt. Please note that this period is reduced to 7 days for clearance bargains and 'NCCR, products as set out in condition 12.



(8) Should the Customer or Consumer wish to terminate any of the services provided by The Company, 90 days notice must be provided in writing to Customer Services at SAM Ethos T/A ICT Partners, Gale Force Computing and Monaco Online, 13 avenue Saint-Michel, Monte-Carlo, MC 98000, Monaco, failing which automatic renewal of such services will take place and all related invoices will be required to be paid in full.

(9) The Company reserves the right to terminate any of the services provided to the Customer or Consumer, whereupon 90 days notice in writing will be provided to the said Customer or Consumer. Upon serving notice of termination of services to the Customer or Consumer, all outstanding invoices will be required to be paid in full by the Customer or Consumer.

#### The Company's liability

(1) In its dealings with Business Customers, The Company shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods or services, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). The Company's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

(2) Nothing in this agreement shall limit The Company's liability for death or personal injury caused by its negligence.

#### Health and Safety

(1) The Company confirms that the goods it supplies as a distributor do not present a hazard to health and safety

(a) when properly used for the purpose for which they are designed; and

(b) if the Customer takes reasonable and normal precautions in their use.

#### Force Majeure

(1) Where, in spite of its reasonable efforts, The Company is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer.

Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause 12. Customers who are Consumers are referred to Clause 13.

(2) Goods sold as 'Clearance Bargains' or "Stock Blowout" are downgraded goods that The Company is able to offer at a discount on the normal catalogue price. Stocks of goods offered as Clearance Bargains are limited and such goods are sold subject to the following special rules. These special rules apply in addition to, and in the event of any conflict override, all of The Company's other terms and conditions, except those terms and conditions specifically covering Consumers.

(3) Clearance Bargains are graded according to the condition of the goods, which is described at the point of sale. The length of the guarantee (if any), with the benefit of which the goods are sold, is specified in the description of the relevant grade.

(4) Clearance Bargains, by their very nature, have limited availability. Upon receipt of an order for Clearance Bargains, The Company will check stock availability. Until stock availability is confirmed to the customer, a contract for sale will not be created.

(5) All goods sold by The Company as 'Non-current catalogue requests' ('NCCR') or 'Specials' are sold subject to the following special rules that apply in addition to The Company's other terms and conditions.

(a) Products are non-returnable unless we have made an error or the goods are faulty;

(b) quoted prices are valid for 14 days only, and

(c) quoted prices are not subject to value, cash or volume discounts.

#### The Consumer Protection (Distance Selling) Regulations 2000

(1) Contracts for the purchase of goods by a Customer not acting in the course of a business and made over the telephone or by mail order, are, with the exception of certain excepted contracts, subject to The Consumer Protection (Distance Selling) Regulations 2000 ('the Regulations').

(2) If the Regulations apply, Customers may cancel goods purchased from The Company by sending a written notice of cancellation by post or hand delivery addressed to Customer Services at SAM Ethos T/A ICT Partners, Gale Force Computing and Monaco Online, 13 avenue Saint-Michel, Monte-Carlo, MC 98000, Monaco, or by fax to +377 93504526.

(3) The notice of cancellation must be delivered within 7 working days of the day after date of delivery of the goods.

(4) The Customer will be responsible for the cost of returning the goods if he or she exercises this right of cancellation under the Regulations. If the Customer does not actually return the goods to The Company, the Customer is under a duty to make the goods available for collection at the Customer's expense from the address to which they were delivered.

(5) The Customer is under a duty to retain possession of the goods whilst awaiting return to The Company and to take reasonable care of them during this period. The Customer will be liable for any loss of or damage to the goods if he or she fails to comply with this obligation.

#### Errors and Omissions

(1) The Company makes every effort to ensure that all prices and descriptions quoted in its quotation are correct and accurate. However, the frenetic tempo of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, The Company will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. The Company's liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by The Company after the manifest error has been discovered.

(2) A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by The Company which is more than 10% less than the price that would have been quoted had the mistake not been made.

#### WEEE Regulations

For all Goods sold in the European Economic Community which fall under the WEEE Regulations, the Business Customer shall ensure they follow the Producer (manufacturer) directions for disposal and recycling thereof. The Company shall not be responsible for any costs thereof. Such directions can be found either accompanying the Goods or on the manufacturers' website. The household user (Consumer) is required to log on to <http://www.recycle-more.com> for details of their nearest disposal and recycle operation and agrees to return all Goods as directed on the site and in accordance with the Regulations.

The Company does not have a sales office or approved distributor in Ireland. Instead, The Company products are sold directly to Business Customers in Ireland from sales officers in other Member States.

Selling products directly to an end-user in another Member State is known as 'distance selling'. The WEEE Directive and Member State WEEE Regulations state that The Company is not responsible for WEEE arising from distance sales of business products directly to the business customer in other Member States. Instead, it is the business customers' responsibility to ensure that products which they buy through distance selling arrangements are managed in an environmentally responsible manner at the end of life and in accordance with the WEEE Regulations. In purchasing such products from The Company the Business Customer agrees to comply with these Regulations and, in so doing, the Business Customer agrees to register with the WEEE Registry in Ireland.

## General

- (1) Nothing in these terms and conditions affects your statutory rights as a Consumer.
- (2) If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.
- (3) Any waiver of a breach of this Agreement must be in writing.
- (4) Any variation of this Agreement must be in writing and signed by a duly authorised The Company official.
- (5) The headings are for convenience only and shall not affect the interpretation of this Agreement.
- (6) Any notices given under this Agreement shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.
- (7) These terms and conditions shall be governed by and construed in accordance with the laws of Monaco and the parties submit to the non-exclusive jurisdiction of the Monaco courts.
- (8) The Company may at its discretion record telephone transactions for staff training and quality control purposes.
- (9) These terms and conditions may be amended from time to time without prior written notice.

# Hosted Exchange, VPN & Data Hosting/Housing Schedule

THIS SCHEDULE DESCRIBES THE HOSTED EXCHANGE, VPN & DATA HOSTING/HOUSING SERVICES AND THE GUARANTEED SERVICE LEVELS (SLA) PROVIDED TO CUSTOMERS WHO RECEIVE THESE SERVICES. USAGE OF THESE SERVICES IMPLIES ACCEPTANCE OF THE TERMS HEREIN. THIS SCHEDULE SHOULD BE READ IN CONJUNCTION WITH OUR POLICIES DOCUMENT.

## 1. Microsoft Exchange Services

The following Microsoft® Exchange server features are available to you:

- Mailboxes and related features such as folder sharing within a single organization, sending and receiving e-mail messages, multiple e-mail addresses, delivery restrictions, delivery options, and offline folders. Each mailbox may be added or removed from the account's Global Address List;
- Public Folders and related features such as sharing folders within a single organisation;
- Sending and receiving e-mail messages (top-level folders only), multiple e-mail addresses (top-level folders only), delivery restrictions (top-level folders only), delivery options (top-level folders only) and different folder types (for all folders except top level folders). Each public folder may be added or removed from the account's Global Address List (top-level folders only);
- Distribution lists and related features such as sending and receiving e-mail messages, multiple e-mail addresses, and delivery restrictions. Each distribution list may be added or removed from account's Global Address List;
- Contacts - Each contact may be added or removed from accounts within the Global Address List;
- Multiple Inbound Domains;
- Global Address List and Offline Address List – one per Organisation

## 2. Technical Support

Hosted Exchange Email Support [info@ict-partners.mc](mailto:info@ict-partners.mc) Operates 24\*7\*365

Hosted Exchange Phone Support [+377 93 50 20 92](tel:+37793502092) Operates 24\*7\*365

Technical Support will provide:

- no assistance in setting up and configuring your Exchange account on the exchange server;
- no assistance with initial Microsoft Outlook (or any other email client/app) configuration (see Section XVII. Customer Responsibilities for required set up);
- no assistance with Microsoft Outlook (or any other email client/app) and Outlook Web Access usage such as email, sharing calendars, appointment scheduling, contact management, and assigning permissions;
- limited advice with problems involving connectivity to the Hosted Exchange service and other server related issues.

Please note: The Company provides limited technical support for Microsoft Outlook, Windows Mail, Apple Mail, and OWA via Internet Explorer, but it does not offer customer support for other mail clients, applications, scripts, or components, either from third parties or for those developed by you.

To better assist you, please send us a message with the full description of your support request including complete error messages and screenshots when available, along with your Exchange account name.

The Company's standard response time is four hours or less.

The response time, however, may depend on the nature and complexity of the inquiry, or unexpected call volume. A four-hour support reply does not apply to any "how to", connectivity or software development related inquiries since such issues often involve extensive research and testing.

Technical Support assigns the highest priority to inquiries related to the servers' unavailability. Such inquiries are addressed immediately upon notification. It may take some time to resolve the issue, so you may not get an immediate reply.

## 3. Customer Service, Billing and Sales Enquiries

Non-technical enquiries regarding your hosted exchange account should be sent to [info@ict-partners.mc](mailto:info@ict-partners.mc)

Billing enquiries should be sent to [info@ict-partners.mc](mailto:info@ict-partners.mc)

All inquiries regarding purchase of new accounts or addition of services should be addressed to [info@ict-partners.mc](mailto:info@ict-partners.mc)

## 4. Control Panels and Server Management

The Company does not provide web-based account and server management tools.

## 5. Service Availability.

The Company is committed to providing the highest quality service to all customers. To support this commitment, The Company gives the following service level guarantees and observes the following schedule of penalties for any failure to meet those guarantees.

The Company guarantees 90% Service Availability, measured on a calendar-month basis. Service Availability is defined as the ability of a user within an organization to:

- retrieve messages from the Exchange server and send and receive messages via the Exchange server provided that the user meets the requirements under section 15, below.

### Exchange Server Unavailability

The Company monitors the server as a whole but does not monitor individual mailboxes. Exchange server unavailability caused by denial of service attacks, mail bombing, and other flooding techniques is not included in uptime/downtime calculations.

The Exchange server uses SMTP to deliver outbound messages. This protocol does not guarantee immediate delivery of email messages. By default, the Exchange server makes a delivery attempt every ten minutes three times; after that the server will attempt message delivery every fifteen minutes. If there is no successful delivery attempt within twelve hours, a delay notification will be emailed to the sender. If there is no successful delivery attempt within two days, the message will be returned to the sender.

Please note: Server downtime is not recorded and no credit is issued during scheduled or emergency system maintenance. Outages caused by the actions beyond The Company's control including, but not limited to DoS attacks or other forms of intrusion are excluded from the uptime/downtime calculations.

### Network Availability

Service unavailability resulting from network unavailability will not be included in the Service Availability calculation. Network unavailability is defined as The Company's network's inability to pass incoming and outgoing TCP/IP traffic, including but not limited to backbone problems, problems on the customer's portion of the network, interruptions of service caused by denial of service or similar attacks or other forms of intrusion.

### Hardware Failure

In the event of server hardware failure, The Company shall aim to replace or repair hardware within eight hours of The Company's determination that the hardware has failed. Such hardware failure, and repair and replacement of the hardware and the associated downtime shall not affect the Service Availability calculation.

### Scheduled Maintenance

To guarantee optimal performance of the Exchange servers, it is necessary for The Company to perform routine maintenance on the servers. Such maintenance often requires taking Exchange servers off-line, typically performed during off-peak hours. The Company will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible. The Company reserves four hours of Service unavailability per month for maintenance purposes. Such unavailability is not included in the Service Availability calculation.

### Refund for Non-compliance – Exchange server availability

For each full 1% of Service availability falling below the guaranteed 90% up-time guarantee, upon your notification (described below), The Company will provide you with a refund in the amount of 5% of that month's paid regular service charges.

To receive the refund you must send a request via email to [info@ict-partners.mc](mailto:info@ict-partners.mc) with your domain name including all dates and times of server unavailability the month immediately following the month for which the refund is requested.

The Company will then compare the information provided by you to the server availability monitoring data The Company Maintains, and will notify you of the issuance of any refund. A refund is issued if the unavailability warranting the refund is confirmed by The Company's server monitoring data.

### Maximum Total Refund

The total refund to you for any account may not exceed 15% of the monthly fees paid for that account during the month for which the refund is to be issued.

## 6. Server Storage Capacity

Each Exchange account is allotted an aggregated storage capacity initially equal to the total storage capacity of each mailbox. This storage capacity is shared among all mailboxes and public folders within your account. For an additional fee, you may increase your account storage capacity at any time.

## 7. Mailbox and Public Folder Storage Capacity

In addition to the aggregate account storage capacity, each mailbox and public folder also has its own storage limit. When the storage capacity is reached on an individual mailbox or folder, the Exchange servers shall stop sending or receiving messages. The Company is not responsible for Service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. To prevent such occurrences, you must manage mailbox and public folder storage limits at regular intervals and perform housekeeping, archive and backup tasks accordingly. The maximum limit of any mailbox is restricted by the maximum amount of unallocated aggregated storage available for all mailboxes.

## 8. Top Level Folders and Sub-folders

The Exchange Server retains ownership of the two top layers of the public folder hierarchy, "Public Folders", and, under that folder, the "All Public Folders". This is set by the Exchange Server architecture and cannot be modified. These folders are set up to contain mail items (messages, posts, Microsoft Office documents), but not appointments, contacts, tasks, journal entries or note items. They can be made visible in the Global Address List. Users of Microsoft Outlook can create as many Public folders as they wish as long as the account administrator has granted them appropriate access. These folders can be of any type allowed by the Exchange server. These folders cannot be made visible in the Global Address List.

## 9. Address Lists

The Company creates one Global Address List and one Offline Address List when you create your account. The Global Address List and Offline Address List are available to all users on your account. No filters may be applied to Global Address List. The Offline Address List is available when you are working offline and is simply a mirror of the Global Address List.

## 10. Limits

The following limits are set for the Hosted Exchange service:

- up to 20 mails per smtp session
- up to 5 inbound domains
- incoming/outgoing message size limit is 20 MB

## 11. Anti-Virus Checking

The Company installs third-party provided, anti-virus software on its Exchange servers as an add-on service at an additional cost. This software is configured to check all messages coming in to and leaving the Exchange server (Messages sent between mailboxes on the server are not scanned) for viruses according to the virus-detecting heuristics provided with the software. As a part of the Anti-virus software service, these heuristics are regularly updated. If a virus is detected, the message is deleted. No notification is sent to either recipient or sender of the message. Messages with attachments larger than 5MB or with archived or encrypted attachments are not checked.

The Company advises you to use up-to-date, local anti-virus software. The Company is not responsible for infection of end user devices or lost or corrupted messages due to anti-virus software running on the Exchange server.

## 12. Anti-SPAM message filtering

The Company installs third-party provided, anti-SPAM software on its Exchange servers as an add-on service at an additional cost. This software is configured to check all incoming and outgoing messages according to the SPAM detecting heuristics provided with the software. As a part of the anti-SPAM software service, the SPAM-detecting heuristics are regularly updated. The Company is not responsible for lost or corrupted messages due to Anti-SPAM filtering.

## 13. Wireless Exchange Server Access (Blackberry and ActiveSync)

As an add-on service at an additional cost, The Company provides wireless access to the Exchange server through the use of third-party provided software. Success in configuration and set up of wireless Exchange Server Access is highly dependent upon the device and wireless access provider chosen by you, therefore The Company can only assure that it shall use commercially reasonable efforts to assist you in configuring and supporting your wireless Exchange server access for the areas of the access not under The Company's control.

## 14. Ownership of Data

All data created or stored by you within The Company's applications and servers is your property. The Company shall allow access to such data by only authorized The Company personnel. The Company makes no claim of ownership of any web server content, e-mail content, or any other type of data contained within the account holder's server space or within applications on The Company's servers.

## 15. Data Integrity

Hosted Exchange packages include Backup Services which includes:

- Full Exchange server backup performed several times a week to the shared backup device over the network;
- Backup copy retention time is one week;

Back-up Services do not include the process of restoring files, mailboxes, folders or parts thereof. The Company can restore the content of private or public information store on your Shared Exchange Server and make it available in Personal Folder File (.pst) format for a fee based on The Company standard consultancy rates (€180 HT per hour). The Company is not responsible for data loss resulting from the failure or loss of backup media.

## 16. Data Retention

All data from the server and back-up media is deleted immediately upon account termination.

## 17. Customer Responsibilities

To access The Company services, you must provide at the very minimum:

- an Internet connection with sufficient bandwidth and quality;
- the network connection should not constrain Microsoft® Exchange functionality;
- a fully functional Internet browser for use with Outlook Web Access;
- Microsoft Outlook 2007 software and Microsoft Windows 7, or Apple Mail App and OS X 10.7.5, for each user who will connect directly (via MAPI) to the Exchange server; and
- MS Outlook 2007 software, or Apple Mail App, for each user who will connect to the Exchange server via POP or IMAP.

The service will be billed annually or monthly in advance, any new or additional service related to your account will be billed annually or monthly in advance pro-rata to your contract end date.

All invoices related to this service will be given a period of 28 days for full payment to be received, failing which the service will be summarily terminated without prior written notice. Please note point 16 above.

The Company requires 90 days written notice from you should you require termination of service. Please note point 16 above.

The Company can increase or decrease pricing on all services provided without prior written notice.

You confirm that the data within your account holder's server space belongs to you, and that you are authorised to access the data.

## 18. Amendments

This Agreement may be amended from time to time without prior written notice.



## Privacy Statement

This privacy policy applies to the collection of data of:

SAM Ethos T/A ICT Partners, Gale Force Computing and Monaco Online

13 avenue Saint-Michel

Monte-Carlo

MC 98000

Monaco

We respect your privacy. This is why we have taken the time to disclose our information collection practices and our privacy policy.

Please take the time to review this document.

We will collect and process information in accordance with the following policies:

1. We respect your personal information and undertake to comply with applicable Data Protection legislation.
2. All data collected from you will be transmitted to servers where it will be processed.
3. We confirm that any personal details, which you provide to us (or which are available on public registers) from which we can identify you, are held in accordance with our Data Protection Registration Notification. When you register your details with us, we consider the information you input as private.
4. Collecting information provides specific benefits. Collecting your information will allow us to process your order and to better advise you of goods and services that may be of interest to you.

5. We use the information for the following purposes:

- a. processing any order or enquiry from you
- b. processing your interest in us, whether as a potential employee or customer or supplier
- c. for statistical purposes to improve the services we provide
- d. to administer our business
- e. to notify you of topics that may be of interest to you
- f. completing or supporting any transaction or activity you have with us
- g. research and development
- h. tailoring our products and services to your needs
- i. analysis and reporting
- j. to build records of individual visitors
- k. contacting our customers for promotion of our products or services
- l. to help us prevent fraudulent transactions.

6. In the event that your personal information is no longer used by us for the purposes outlined in these policies, we will delete it except insofar as it is necessary to retain such information to comply with other relevant or applicable law.

7. In the event that your personal data becomes untrue, inaccurate, or incomplete, or in any event, you have the right to gain access to your personal data and may rectify the same.

8. In the event that you do not wish to receive promotional e-mails from us, please write to us c/o The Data Protection Controller, SAM Ethos T/A ICT Partners, Gale Force Computing and Monaco Online, at the address stated above, stating your full name, address, your e-mail address and your day time contact phone number and notify us that you no longer wish to receive promotional material from us.

9. The information we collect may be accessed by our suppliers and ourselves. Information is only shared with our partners who abide by our privacy policy.

We sometimes use third party companies to help us provide our products and services to you and to help us prevent fraudulent transactions. Some of these companies are given access to some, or all, of the information you provide to us. These companies are contractually restricted from using your information in any manner, other than in helping us to provide you with the products and services available or to help us prevent fraudulent transactions and activity.

You agree that you do not object to us, or such third parties contacting you for any of the above purposes whether by telephone, e-mail or in writing and you confirm that you do not and will not consider any of the above as being a breach of any of your rights under the Telecommunications (Data Protection and Privacy) Regulations 1999 or the equivalent under local applicable law.

You should be aware that if we are requested by the police or any regulatory or government authority investigating suspected illegal activities, to provide your user information and/or information concerning your activities whilst using our products or services we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use of our products or services and that use is deemed by us inconsistent with these terms.

We may disclose to third parties aggregated data on the use of our products or services, provided that a single individual is not identifiable in such data.

#### Security Measures

Our servers have security measures in place to protect the loss, misuse and alteration of the information under our control.

#### Amendments

This policy document may be amended from time to time without prior written notice.