

Terms & Conditions

Last Updated April 2005

1. Definitions

In these Terms and Conditions the following terms shall have the meanings set out below: "Electronic Device" means a computer, mobile phone, WAP phone, personal digital assistant, or other electronic device capable of accessing the Websites;

"Micro Site" means any page on a Website; "m3i" or "m3i ltd" or "expo-net" or "expo-net ltd" means M3i Limited (whose registered office is at 82 High Road Byfleet, Surrey, KT14 7QW), the parent company of M3i Limited and any subsidiary from time to time of M3i Limited or its holding company, also referred to as "we", "us" and "our". Holding company and subsidiary have the meanings given in sections 736 and 736A of the Companies Act 1985. If you have any queries about whether a particular company is part of the M3i Limited, please contact us at any of the addresses listed in clause 19. "Trade Marks" means any of the registered or unregistered trade marks owned by M3i Limited, which includes "m3i", "m3i ltd", "expo-net", "expo-net ltd", "expo-net limited", "Promo Internet Cafes", any associated word or device marks and combinations of the same, and any other trade marks as may be added to this list from time to time. "Websites" means the websites and wap sites (including their constituent pages) with their home pages as set out below (and "Website" means any one of them):

www.m3i.co.uk - produced by M3i Limited;
www.m3i.name - produced by M3i Limited;
www.m3i.org.uk - produced by M3i Limited;
www.m3i.biz - produced by M3i Limited;
www.m3g.co.uk - produced by M3i Limited;
www.expo-net.co.uk - produced by M3i Limited;
www.expo-net.org.uk - produced by M3i Limited;
and any other site, wap site or web address owned or operated by a member of M3i Limited as may link to these Terms and Conditions from time to time.

2. Acceptable Use Policy

You agree to abide by all applicable laws, regulations and codes of conduct and ensure that any content uploaded or distributed or stored by you does not infringe the rights of others.

All material on the Websites and any material sent to you by e-mail or any other form from the Websites (the "content") or in any way relating to the Websites belongs to our licensors or us. You may retrieve and display content from the Websites on the Electronic Device on which you first accessed it or downloaded it, print a single copy of individual pages on paper and store such pages for caching purposes only, all for your personal and non-commercial use alone. We, or our licensors, own the copyright and all other intellectual property rights associated with the content, save where otherwise stated.

You may not do any of the following without prior written permission from us:

reproduce the content (other than allowed under this Acceptable Use Policy), or modify or in any way commercially exploit any of the content;
redistribute any of the content (including using it as part of any library, archive or similar service);

remove the copyright or trade mark notice(s) from any copies of content made in accordance with these Terms and Conditions;

create a database in electronic or structured manual form by systematically downloading and storing all and any of the content. Requests to republish, redistribute or syndicate content should be addressed to: enquiries@m3i.co.uk.

You acknowledge that we own the Trade Marks and that you may not use any of them without our prior written permission. Other product and company names and logos mentioned or displayed in the Websites may be the trade marks, service marks or trading names of third parties. To check whether any product or service is a registered trade mark of ours please contact: trademarks@m3i.co.uk.

In accessing the Websites, or any one of them, you agree not to:

impersonate another person or use a false name or a name you are unauthorised to use or create a false identity or e-mail address or try to mislead others as to the identity or origin of any communications;
modify, access or make available data stored on a computer device which you have accessed through our network (unless otherwise permitted by the Website or these Terms and Conditions);
make available or upload files that contain software or other material, data or information not owned or licensed to you or collect information about others (eg names/addresses) without their prior consent;
damage, interfere with or disrupt access to the Websites or do anything which may interrupt or impair their functionality;
make any commercial or business use of the Websites or resell or commercially benefit from any part or aspect of the Websites;
publish, post, distribute, disseminate or otherwise transmit defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;
threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
falsify the true ownership of software or other material or information contained in files made available via the Websites;
obtain or attempt to obtain unauthorised access, through whatever means, to the Websites, other services or computer systems or areas of our or any of our partners' networks;
set up links from any website controlled by you to any Micro Site, except to the home page of a particular Website, without our express written permission. We retain the absolute right to prevent you from accessing the Websites, without prejudice to any of our accrued rights, where we in our reasonable discretion consider that you are contravening our Acceptable Use Policy or any other term or condition of these

Terms and Conditions, and we have informed you of your contravention or breach.

3. Registration

Where any of the Websites (or Micro Sites on any of the Websites) require that you register in order to use them, you are obliged to provide accurate and complete registration information. It is your responsibility to update and maintain any changes to that information (including your e-mail address) by altering your details as appropriate.

Registration is for a single user only. On registration, where required you must choose a user name and password. We do not allow any of the following:

any other person sharing your user name and password or pin number;
access through a single user name and password or pin number being made available to multiple users on a network.

We will not be liable for any unauthorised transactions made using your user name, pin number or password. When you register to use a Website (or a Micro Site on any of the Websites), you will be obliged to click on an icon indicating that you have read, understood and accepted these Terms and Conditions. You will not be allowed to register unless you indicate your acceptance of these Terms and Conditions and any other terms and conditions that may apply.

4. Jurisdiction

It is your responsibility to ensure that your use of the Websites is not contrary to the laws of your country of residence.

5. Cancellation Rights

If you purchase any other service from the Website from a M3i Limited company, you will not be entitled to cancel that service once you have started to receive the service.

If you have subscribed to a Website, or any service offered by an M3i Limited company via the Website, no refunds will be payable on any subscription payments arising out of your cancellation of the subscription. Your cancellation rights in respect to any goods or services offered by a third party will be subject to the terms and conditions of that third party.

6. Payment

Where any goods or services offered via the Websites requires payment: It is your responsibility to ensure that your Electronic Device has the necessary technical specification to receive or use any content purchased from the Websites.
All amounts payable must be paid in full in pounds sterling (unless otherwise indicated) without any deductions or set offs
If any payment is not paid on time, your payment is rejected or refused (including if you do not have sufficient credit in your prepaid mobile phone account) or you default in payment, the amount owing will be treated as overdue and we will be entitled immediately to cease or suspend the provision of the relevant

service to you until payment has been received, or your credit topped up.

You must be the bill payer of the particular method of payment that you use to pay for any service, or alternatively you must get the prior permission of the bill payer. You are also responsible for any charges charged by a mobile phone network operator or internet operator. These charges may not be in addition to the price of the service. Those additional charges are outside our control, and we will not be responsible for refunding them to you.

7. E-mail Policy

We reserve the right to take such action as we in our sole discretion deem fit in respect of any electronic mail ("e-mail") which contains threatening, abusive, malicious, pornographic, obscene, defamatory or otherwise illegal or inappropriate material. Unless you indicate to the contrary, all e-mails received by us from you are deemed to have been submitted, where appropriate, for reproduction, free of charge. If we decide to reproduce an e-mail from you on any of the Websites or other material we will incur no liability to you by doing so. We will not disclose any personal information under any circumstances of any of our staff. Where appropriate we will endeavour to respond to e-mails within 3 days of receipt, but give no warranty that we will respond to any e-mail sent to us.

8. Our Liability

You agree that we have no control over third party content and information which can be accessed using the Websites and that we do not examine or edit the use to which you or others put the Websites or the nature of the content or information being accessed and that we are excluded from all liability of any kind arising from such third party content or information. This applies to advertisements as well as websites offering goods or service.

Except for death or personal injury caused by negligent acts or omissions, we shall only be liable to you for any loss or damage arising from your use of the Websites which is a reasonably foreseeable consequence of a breach by us of these Terms and Conditions. We will also not be liable to you for any damages in excess of £40, or if higher, the amount of any fees you have paid us for access to the Websites. We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where:

- (i) we are not at fault for the errors or inaccuracies; or
- (ii) the loss or damage is not foreseeable to both of us at the time of your initial acceptance of these Terms and Conditions; or
- (iii) the loss or damage is a business loss or the losses were caused in the course of business, including losses relating to lost data, lost profits or business interruption.

We cannot and do not accept any responsibility for the computer equipment and telephone services which you use to access the Websites, or for the security of the same. You will be responsible for the security of your own computer system, and the transfer of any information from your computer system. We also cannot and do not accept responsibility for the loss or corruption of any material in transit, or the loss of or corruption of any material when downloaded onto any computer systems. Where we are liable to you for any loss or damages, we will not be liable for any increase in loss or damage resulting from a breach by you of any term of these Terms and Conditions.

We reserve the right to remove any information/material we deem to be in breach of any of these Terms and Conditions without notice, and without prejudice to any other accrued rights, and/or to make available such information/material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

Any goods or services purchased or obtained or offered to you through use of the Websites, whether accessed directly or otherwise, are provided subject to the terms and conditions of the supplier of those goods or services. As such, unless otherwise stated, we make no warranty whatsoever in relation to those goods or services. We provide the Websites on an "as is" basis and make no representations or warranties of any kind as to the Websites or the content. We make no representations or warranties about the accuracy, completeness or suitability for any purpose of the content published on the Websites. Any liability, however it occurs, for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

9. Indemnity

You agree to indemnify and hold us and any of our officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of, or conduct on, the Websites and/or a breach of the Acceptable Use Policy and/or any of these Terms and Conditions.

10. Software and Security

We are not responsible for any technical or other issues that may arise if you download software from an external third party website (eg Acrobat Reader) or upgrade your browser software to enhance your usage of the Websites.

11. Changes to These Terms and Conditions

We reserve the right to make changes to any part of the Websites. Due to our policy of updating and improving the Websites, it may therefore be necessary to change these Terms and Conditions. If we do change the terms of these Terms and Conditions, we will update the date at the top of this page. If you use any of the Websites after we have published such changes, you will be agreeing to be bound by those changes. If you do not agree to be bound by them, you should not use the Websites.

12. Advertising and Sponsorship

The Websites may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Websites complies with applicable laws, codes and regulations. We exclude to the fullest extent permitted by law any responsibility for any error or inaccuracy appearing in any advertising or sponsorship material. Please refer to our data protection notice at: "www.nidp.com" in relation to the use of cookies in connection with the targeting of potential advertisers.

13. Competitions, Prize Draw, and Chargeable Content

We may from time to time run competitions, free prize draws and/or other promotions on the Websites and may offer content the access to and use of which, incurs a charge. These will be subject to additional terms and conditions that will be made known to you at the relevant time.

14. Termination

We may terminate the provision of any of the Websites or restrict your access to them without any prior notice to you where (by way of example and without limitation): there is a regulatory or statutory change limiting our ability to provide a Website; # any event beyond our reasonable control prevents us from continuing to provide a Website (for example, without limitation, technical difficulties, capacity problems and communications failures); or

we consider in our reasonable discretion that you are abusing the services provided by a Website or are otherwise acting in breach of these Terms and Conditions and we have notified you of the abuse or breach.

15. Additional Services

From time to time we may provide games or other content for your downloading. However, the download time may vary considerably between the types of content and you agree that you are wholly liable and responsible for any telephone call and/or other charges incurred in downloading the same. However, we will use reasonable endeavours to notify you of the size/amount of the file/data and the likely download time for your information.

16. E-commerce

Your dealings with any third parties, in particular advertisers and/or merchants, via the Websites, and any terms or conditions agreed with, or representations given by, such third parties, are solely between you and such third party. You agree that we are not liable for such dealings, and that you will be liable for any costs or damages that we incur, as set out in clause 9 above in relation to such dealings.

17. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with English law and you irrevocably agree that the courts of England shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with, these Terms and Conditions. We shall retain the right to bring proceedings as to the substance of the matter in any court or courts including, if appropriate, in the courts of your country of residence or, where these Terms and Conditions are entered into in the course of your trade or profession, the country of your principal place of business.

18. General

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions without our agreement, which will not be refused without good reason. If any part of these Terms and Conditions is found to be invalid by any court having competent jurisdiction the validity of the remaining terms will be unaffected. If either party does not exercise any right or remedy under these Terms and Conditions, this will not be taken to mean that they have been waived.

19. Contact

If you have any queries concerning any part of these Terms and Conditions please contact us:

by email, using the address below for the Website to which your query relates:

custserv@m3i.co.uk

by post, using the address below, and stating clearly the Website to which your query relates:

82 High Road

Byfleet

Surrey

KT14 7QW

20. Information Management

We will use any personal data collected during your use of the Websites in accordance with current UK data protection legislation and the data protection notice we provide to you when you give us your personal information. You may view our data protection notice at www.nidp.com.

Cookies

When you visit one of our Websites, we may send you a cookie. A cookie is a small file that can be placed on your computer's hard disc for record keeping purposes and we may use them to do a number of things: Cookies help us to recognise you when you next visit one of our Websites and note the advertisements displayed to you. This allows us to tailor the advertisements we provide to your preferences. We may use the services of third party ad servers for this purpose.

Cookies may be used to compile anonymous statistics related to the take up or use of services, or to patterns of browsing. A third party collects such data on our behalf to measure the performance of the Websites. Information collected is aggregated for reporting purposes. No personally identifiable information is collected by this service. The use of this service assists us in measuring and improving the structure and ease of use of our Websites. You are not obliged to accept cookies and may modify your browser so that it will not accept cookies. Click here www.nidp.com/cookie.html for instructions on how to disable cookies. Please be aware that if you do so, certain services on the Websites may not be available to you.

Children's Privacy

The safety of children is very important to us. Whilst we will make every reasonable effort to ensure that children's privacy and other rights are not compromised, it is ultimately the responsibility of parents to monitor their children's Internet usage.

Security

We take every precaution to protect your personal information. When we ask you to submit financial information, such as your credit card number, we use industry standard technology for secure commerce transactions. It encrypts data, including your credit card number. Most banks or credit card providers either cover all charges resulting from unauthorised use of your credit card or limit your liability to a maximum amount. Refer to your credit card agreement to check your coverage for liability. You are also advised to check your coverage for liability for unauthorised use of other cards such as debit cards.

In addition, we have strict security protocols in place to protect our customer database, and only allow access to it when absolutely necessary, and then under strict guidelines as to what use may be made of such details.

What else you should know about Privacy

Remember to close your browser when you have finished your user session. This is to ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place like a library or Internet cafe. You as an individual are responsible for the security of, and access to, your own computer. Please be aware that whenever you voluntarily disclose personal information over the Internet that this information can be collected and used by others. In short, if you post personal information in publicly accessible online forums, you may receive unsolicited messages from other parties in return. Ultimately, you are solely responsible for maintaining the secrecy of your usernames and passwords and any account information. Please be careful and responsible whenever you are using the Internet. Our Websites may contain links to other websites, and you should be aware that we are not responsible for the privacy practices on other websites