

**Standard Dial  
Terms and Conditions**

July 2003

Elite Limited, Internet House, 33 Kingston Crescent, Portsmouth. PO2 8AA

**Tel:** 0870 741 5898 **Fax:** 0870 741 5899 **Email:** [sales@eliteukserve.net](mailto:sales@eliteukserve.net)

Registered in England, UK. Number 03759064

## Standard Dial Term & Conditions

### Acceptable Use Policy

The Internet is an emerging communications technology where national and international standards of use, data protection conventions, direct marketing codes of practise and established commercial practises are still being defined. As a pragmatic "acceptable use policy"

#### We require you not to

- modify, access or make available data stored on a computer or device which you have accessed through our network, when either
  - the owner of the data, computer or device has taken steps to prevent you from doing this or
  - the owner has expressed a wish that you not do this.
- use our network in any way to send unsolicited commercial email or 'spam' - if you send mail that's unsolicited and commercial then Elite Limited has the right to unilaterally remove your account. Furthermore we reserve the right to charge for the use of our resources and staff in dealing with the consequences of mass mailings conducted through our network in any way.

#### We require you to

- respect the privacy, feelings and resources of your fellow Internet users.

Elite Limited retains the absolute right to disconnect any user from its Standard Dial Service where Elite Limited considers the user to be contravening its acceptable use policy or any other aspect of its full terms and conditions listed below. Elite Limited reserves the right to alter its Acceptable Use Policy without prior notification.

### Core Conditions of Use

1. The service is free because Elite Limited will not charge the user any monthly or annual service fees for the use of Elite Limited's Standard Dial Service.
2. The user will remain obligated to pay for the local telephone call charges at the rates publicised by the telephone operator with whom they make their local calls. The contract and charges for the telephone access to the Elite Limited Standard Dial Service lie between the user and their telephone service provider not Elite Limited. The charges for the users local rate 0845 calls will appear on the bill received from their telephony service provider.
3. Access will only be granted to those customers providing Caller ID information. The user will not be able to connect to our free service if they dial 141 before the dial-in number, disabling CLI identification. This is a measure we are taking to prevent the abuse of our network by people sending un-solicited commercial email or "spam". Elite Limited terminates its calls at a licensed public telephony operator with its own switching facilities and is supplied with the CLI information automatically irrespective of whether the user dials 141, and can trace the origin of any call terminating at the equipment. We are therefore barring 141 access only for reasons of administrative efficiency. The users' phone number will not be made available to any third party for commercial purposes and will only be used internally to verify our service provision.
4. Elite Limited will not permit SMTP access to Elite's servers from outside of its network.
5. Where a user has not been online with Elite Limited for 90 days Elite Limited may deactivate and remove the account, including email addresses and web-space from its service. All user names and passwords will become available to other users.

### Liabilities

1. As the Internet Access Provider, Elite Limited cannot be held responsible for the content of the users website, e-mails, news postings or any other material distributed through our service, or for information and material that is accessed by the user through our service.
2. The user is solely responsible for ensuring that any material transferred to or from their computer does not infringe the laws governing, but not exhaustively covering, copyright, trademarks, pornography, or any other material which is slanderous, defamatory or might cause offense in any other way.
3. Elite Limited reserve the right to remove such information it deems in breach of the above without warning and/or to make available such information when requested to regulatory bodies or law enforcement organisations.
4. Elite Limited will take every reasonable step possible to ensure a fast and reliable service. Elite Limited cannot be held responsible for any disruption in service however caused, loss of or corruption of any information in transit, or loss of or corruption of information when downloaded onto computer systems.
5. The user agrees to indemnify Elite Limited from any claims or legal proceedings arising from the use of the service which are brought or threatened against it.

## **Responsibilities**

1. Elite Limited is responsible for providing the user with an Internet Access Service, including any specified email and web-space service which does not involve the user in the payment of any monthly or annual fee, other than their local rate call charges, for the defined service.
2. The user undertakes to use the service in a manner consistent with the terms and conditions.

## **Data Protection**

The limited user information gathered by the Elite Limited in the setting up and maintenance of the users account will be recorded electronically by the telecom company and only used in accordance with the Data Protection Act 1984.

## **Software**

Any software provided by Elite Limited is provided free of charge and the end user is responsible for registering any software that requires such registration.

## **Alterations to Terms and Conditions**

Elite Limited reserves the right to adjust the terms and conditions of service at any time and these will typically be displayed here on the main web site. Furthermore Elite Limited reserves the right to send email information to its users concerning Elite Limited products and services which Elite Limited deems may be of interest to them. Elite Limited reserves the right to charge the user for any additional services they may request.

E. & O.E.