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## 1) INTRODUCTION

AI-Barq Macintosh Electronics Ltd strives to offer all its clients a reliable and excellent level of service. If you have any queries we would like to hear these. Please e-mail us at [info@macintoshelectronics.com](mailto:info@macintoshelectronics.com)

## 2) DEFINITIONS

- In these conditions, unless the context requires otherwise, the following words shall have the following meanings:
- " CIS" means the customer information sheet issued by AI-Barq Macintosh Electronics Ltd from time to time and which includes information on the Services including without limit Passwords, bandwidth and scope of services
- " Client" or "you" means the person, firm or company that has requested any Services;
- " Conditions" means the standard terms and conditions of sale set out herein;
- " Contract" means any contract for the provision of the Services;
- " IPRs" means any and all intellectual property rights including without limit any and all patents, design rights, database rights, copyright, know-how, moral rights, trade secrets, confidential information, trade marks, service marks, trade names and goodwill;
- " Passwords" means those words notified to you by AI-Barq Macintosh Electronics Ltd which control your access to some of the Services including without limit your password and username;
- " Netiquette" means generally accepted standards for use of the Internet such as but not limited to sending bulk unsolicited e-mail, mail bombing, misrepresenting that you have third party authorisation and impersonating another person;
- " Server" means the computer servers used to provide the Service;
- " Services" means any services supplied or to be supplied by AI-Barq Macintosh Electronics Ltd (which may include without limit Email Forwarding, Email, POP accounts, e-commerce, Web Site Hosting, FTP access, Domain Name Registration) as described in the quote or acknowledgement of order issued by AI-Barq Macintosh Electronics Ltd or as may be agreed from time to time
- " Site" means the Internet web site at [www.macintoshelectronics.com](http://www.macintoshelectronics.com)

### **3) Acceptance of Terms**

The Conditions set out the only terms on which Al-Barq Macintosh Electronics Ltd is prepared to provide you with the Services. The Conditions shall apply to all Contracts and by signing (where you request the Services at the Site) and/or or by using the Services you accept this. All other terms and conditions (other than those which are agreed in writing between us) are excluded to the fullest extent permitted by law. Al-Barq Macintosh Electronics Ltd reserves the right to review and revise the conditions from time to time without prior notice and, by using the services subsequent to any revision of these conditions; you agree to be bound by such changes

### **4) Registration**

Where appropriate, you agree to provide such information about yourself and ensure that it is at all times true, current, accurate and complete. If it is not or we reasonably suspect it is not true, current, accurate and complete then we shall be entitled to terminate the Contract or suspend the Services until such time as we determine.

### **5) Security**

You are responsible for the security and proper use of all Passwords and must take all necessary steps to ensure that they are kept confidential, used properly and not disclosed to unauthorised people. You must inform us immediately if you have any reason to believe that any Password has become known to someone not authorised to use it or if any Password is being or is likely to be used in an unauthorised way or of any other bre of security. We are not liable for any loss of confidentiality or for any damages arising from your failure to comply with these terms. You will be entirely liable for all activities conducted and charges incurred under your Passwords whether authorised by you or not. If you forget any Password you should contact us and subject to you satisfying certain security checks you will be given a new Password to enable you to use the Services. You may change your password on-line at any time at the User Interface.

### **6) The Services**

The Services shall be as described in the site and such other material as Al-Barq Macintosh Electronics Ltd provides to you from time to time such as without limit the Al-Barq Macintosh Electronics Ltd. We reserve the right at any time and from time to time to amend, improve, correct, discontinue, temporarily or permanently, the services (or any part thereof) with or without notice and you agree that Al-Barq Macintosh Electronics Ltd shall not be liable to you or to any third party for any such modification, suspension or discontinuance. We will restore the Service as soon as reasonably practicable after temporary suspension. Unless otherwise agreed in writing by Al-Barq Macintosh Electronics Ltd the minimum period for the provision of the Services is 12 months from date on which they are first made available to the Client (the "Initial Term") and shall continue thereafter for further periods of 12 months (e being a "Renewed Term") unless and until the Client serves at least one month's written notice on Al-Barq Macintosh Electronics Ltd prior to the expiry of the Initial Term or a Renewal Term, such notice to expire at the end of such Initial or Renewed Term. Al-Barq Macintosh Electronics Ltd shall be entitled to restrict bandwidth made available to the Client at any time in order to protect all and any Internet solutions provided by Al-Barq Macintosh Electronics Ltd from time to time when necessary. Al-Barq Macintosh Electronics Ltd shall use its reasonable endeavours to ensure that the Servers and the data contained therein are safeguarded from damage, accident, fire, theft and unauthorised use.

### **7) Registration of Domain Names**

The following shall apply where the Services include or consist of domain name registration services:

- 7.1. The Client acknowledges that, whilst Al-Barq Macintosh Electronics Ltd shall use its reasonable endeavours to successfully register the requested domain name, Al-Barq Macintosh Electronics Ltd shall not be obliged to accept any request to register or continue to process any registration of a domain name.
- 7.2. The obligations of Al-Barq Macintosh Electronics Ltd in relation to domain name registration shall be limited to forwarding the application to the relevant naming authority, providing reasonable administration services in relation to the application and notifying the result of the application within a reasonable period after communication from the authority. Al-Barq Macintosh Electronics Ltd will use reasonable endeavours to notify you of any renewal dates however Al-Barq Macintosh Electronics Ltd accepts no liability for any use or retention of any domain name which is registered.

- 7.3. Al-Barq Macintosh Electronics Ltd makes no representations or warranties (expressed or implied) of any kind (and they are expressly disclaimed) with respect to availability or likelihood of successful registration of any domain name.
- 7.4. The Client shall check the domain name as reported on any of the Company's documents sent to the Client, such as the invoice, customer information sheet or otherwise, is spelt correctly. In the event of any error, the Client should notify the Company promptly and in any event within 24 hours of receiving such document.
- 7.5. The Client shall at all times comply with the terms and conditions (from time to time subsisting) for the registration of domain names published by the relevant naming authority and generally to the terms and conditions of any such authority having similar force and to which the client may become subject as a result of services provided by 3rd party.
- 7.6. Al-Barq Macintosh Electronics Ltd may from time to time change the registrar that a domain is held with. The Client agrees to allow Al-Barq Macintosh Electronics Ltd to do so as it sees fit and without notice.

## **8) Obligations of the Client**

The Client agrees that it shall:

- 8.1. immediately notify Al-Barq Macintosh Electronics Ltd if it becomes aware of any unauthorized use of all or any of the Services and/or Servers.
- 8.2. not use the Services and/or Servers for any unlawful purpose or for the publication, linking to, issue or display of any unlawful material (which shall include without limit any pirated software or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, harmful, defamatory or which bre the rights (including without limit IPRs) of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code) whether under English law or regulation, the laws or regulations of the Clients country or any other place where the results of such purpose or such material can be accessed;
- 8.3. not use the Services and/or Servers for the publication, linking to, issue or display of any material which in the absolute discretion of Al-Barq Macintosh Electronics Ltd may harm Al-Barq Macintosh Electronics Ltd or any of its clients or bring Al-Barq Macintosh Electronics Ltd into disrepute or may call into question any action taken by Al-Barq Macintosh Electronics Ltd on the Client's behalf;
- 8.4. not use the Services and/or Servers in bre of good Netiquette practices;
- 8.5. ensure that it has all necessary consents, permissions and licences to make use of the Services including without limit registration under the Data Protection Act 1984 and 1998;
- 8.6. not provide any technical or other information obtained from Al-Barq Macintosh Electronics Ltd /or relating to the Services or the Contract to any person, company, firm or government which the Client knows or ought reasonably be aware may directly or indirectly lead to a bre of any English law or regulation;
- 8.7. not, in bre of good Netiquette practices, use any service provided by any third party (including without limit an Internet website and/or e-mail) for the publication, linking to, issue or display of any material which refers to an Internet web site hosted by Al-Barq Macintosh Electronics Ltd or any other services offered by Al-Barq Macintosh Electronics Ltd from time to time;
- 8.8. ensure that all material or data hosted by Al-Barq Macintosh Electronics Ltd on any web site operated by the Client from time to time or communicated through such site or using the Servers is checked for viruses and other harmful code;

- 8.9. keep back ups of all data hosted by Al-Barq Macintosh Electronics Ltd on any web site operated by the Client from time to time; and
- 8.10. promptly notify Al-Barq Macintosh Electronics Ltd of any change to its communication address and the Client acknowledges that Al-Barq Macintosh Electronics Ltd shall not be liable for any costs, damages or loss which the Client may suffer or incur as a result of failure to notify such changes to Al-Barq Macintosh Electronics Ltd. The Client acknowledges that in order to make proper use of the Services it should have a basic knowledge of how the Internet functions and what types of use are and are not acceptable. The Client acknowledges that Al-Barq Macintosh Electronics Ltd shall have no obligation to manipulate any material which the Client wishes and/or does post on any web site it operates or any communication which it issues or sends in connection with any of the Services; or validate or vet such material for usability, legality, content or correctness.
- 8.11. Customers(Yours) Responsibilities, to ensure compatibility of any goods offered for sale by us both with the existing components within your system and with any other goods offered for sale by us. It is your responsibility to ensure that wherever necessary you access the manufacturer's web site to download any necessary product upgrades (including drivers and manuals). It is your responsibility to ensure proper installation of our goods into your existing system

### **9) Price**

Unless otherwise agreed in writing all order are executed subject to price and any relevant discounts ruling at the date of dispatch/invoice and any price list of the company whether published or not shall not affect the right of the Company to charge for goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the appropriate rate. From time to time and confirmed at the time you request us to provide any of the services. The price is non-refundable. Al-Barq Macintosh Electronics Ltd shall be entitled to vary its prices from time to time however we shall give you at least one month's notice of such increase and if you are not satisfied with such increase then you shall be deemed to have agreed to the variation. If you exceed this limit then Al-Barq Macintosh Electronics Ltd reserves the right to make additional charges for usage above the limit at the prevailing charge rate as stated on the Site. Where applicable prices quoted to the Client for the provision of services by Al-Barq Macintosh Electronics Ltd are exclusive of any value added tax for which the Client may be additionally liable at the applicable rate. If, for any reason, there is contention relating to payment for our services, Al-Barq Macintosh Electronics Ltd reserves the right, in any case, to charge an administration fee of £40+VAT to cover costs.

### **10) Payment**

The price and all other amounts due under the invoice/contract shall be paid by the client by the due date and specified on Al-Barq Macintosh Electronics Ltd invoice. Payment shall only be deemed received by Al-Barq Macintosh Electronics Ltd upon receipt of cleared funds. Payment shall be made in full without any abatement, set off or deduction on any goods. Where the Services include or consist of registration of domain name services, Al-Barq Macintosh Electronics Ltd and/or any nominated registration company shall be entitled to raise an invoice for payment to the appropriate naming authority and for the hosting that name specifying the date by which payment by the Client must be made. Failure for any reason by the Client to make payment before the specified date will entitle Al-Barq Macintosh Electronics Ltd to release domain name/service/support without any liability for loss suffered by the Client howsoever arising. It is of the essence of the Contract that the Contract price and all other amounts due from the Client under the Contract are paid on time. You shall be responsible for any and all expenses incurred by Al-Barq Macintosh Electronics Ltd in recovering overdue amounts and shall pay interest on them (before and after judgment) at annual rate of 3% above the base lending rate of Lloyds TSB PLC calculated daily until payment is made in full. Failure to settle all amounts within 7 days of the due date will result in withholding of further Services/Supply or suspension of existing Services. Should a service be suspended though non payment, a £50.00 reconnection fee is payable prior to reconnection of services.

## 11) Intellectual Property

All WEB relating to the Services provided by Al-Barq Macintosh Electronics Ltd are and shall remain the property of Macintosh Electronics Ltd. All rights in the design and arrangement of the Site, text and graphics and all software compilations, underlying source code, and all other material on the Site are reserved to of Al-Barq Macintosh Electronics Ltd or its licensors. Except as expressly provided below, nothing contained in these term of use or on the Site shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright or other IPRs.

## 12) Indemnity

The Client agrees to fully indemnify and keep Al-Barq Macintosh Electronics Ltd, and its subsidiaries, affiliates, officers, partners, employees and agents fully indemnified from and against all actions, demands, costs (on a fully indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever arising from your bre of the contract, your use or misuse of the services, any claims by third parties as to ownership or other rights to use a Domain Name/Service where one has been registered by or transferred to Al-Barq Macintosh Electronics Ltd at your request or arising in any way by the client infringing (whether innocently or knowingly) third party rights (including without limit intellectual property rights).

## 13) Disclaimer

Nothing in the Contract or these Conditions shall exclude or limit the liability of Al-Barq Macintosh Electronics Ltd for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of consumers. To the fullest extent permitted by law the Site and its contents is provided by Al-Barq Macintosh Electronics Ltd on an "as is" and "as available" basis and no representations or warranties (expressed or implied) of any kind are made (and they are expressly disclaimed) with respect to the Services, the Site or its contents including, without limit, warranties of merchantability and fitness for a particular purpose. Further, Al-Barq Macintosh Electronics Ltd does not represent or warrant that:

13.1. the Services will meet your requirements;

13.2. the Services will be uninterrupted, CIS, secure, or error-free;

13.2.1. any results obtained from using the Services will be accurate, complete or current. You acknowledge that the allocation of risk in this contract reflects the price paid for the Services and that it is not within the control of Al-Barq Macintosh Electronics Ltd how or for what purposes the Services are used. If any exclusion in this license is held to be invalid and Al-Barq Macintosh Electronics Ltd becomes liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by you for the Services. Al-Barq Macintosh Electronics Ltd shall have no liability to the Client for any loss arising from any material, data or instructions supplied whether digitally or otherwise by the Client or on its behalf which is incomplete, inaccurate, illegible, out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault by the Client or on its behalf. Al-Barq Macintosh Electronics Ltd is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Client whether or not beyond the Services already supplied. Al-Barq Macintosh Electronics Ltd reserves the right to raise additional charges for any work so arising. If any Services are or become unavailable then Al-Barq Macintosh Electronics Ltd will use reasonable endeavours to repair and reinstate the service within 24 hours of detection depending on the severity of the failure. If failure is caused by the Client or any agent of the Client to whom access to Servers was given then the Client shall pay all costs to reinstate and/or repair the Server. Where such unavailability is due to the negligent failure of Al-Barq Macintosh Electronics Ltd to deal with circumstances within its control and is for more than a total of 72 hours in any 30 day period or for any 6 consecutive hour period then Al-Barq Macintosh Electronics Ltd will at its discretion either pay to you compensation limited to a refund of the fee paid by you for the unavailable Services or provide you with a credit up to the same amount. Neither Al-Barq Macintosh Electronics Ltd nor anyone else who has been involved in the creation, production or supply of the Services shall be liable to the Client or any other person for any loss in contract, tort (including negligence or bre of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with the Contract or the Services for any:

13.2.2. economic loss of any kind whatsoever, or

13.2.3. loss of profit, business contracts, revenues or anticipated savings, or

13.2.4. damage to the Client's reputation or goodwill, or

- 13.2.5. loss resulting from any claim made by any third party, or
- 13.2.6. special, indirect or consequential loss or damage of any nature whatsoever, and the Client shall indemnify Al-Barq Macintosh Electronics Ltd from and against any claim which may be made against Al-Barq Macintosh Electronics Ltd in respect thereof. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to you. If Al-Barq Macintosh Electronics Ltd is prevented or delayed in or from performing any of its obligations under the Conditions or the Contract due to circumstances beyond its control such as but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, hardware failure, software failure, general availability of the Internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency Al-Barq Macintosh Electronics Ltd shall not be liable for this.

#### **14) Confidentiality**

All confidential information of either party or of any of its customers disclosed to or discovered by the other as a result of the provision of the Services shall be regarded as disclosed in confidence and shall only be used in connection with the performance of its obligations under the Contract and not be passed on to third party and/or in any way be made use of at any time either during or after the termination of the Contract save with consent of the other or which comes into the public domain (otherwise than through the unauthorised disclosure by the other). The Client shall promptly notify Al-Barq Macintosh Electronics Ltd if it becomes aware of a bre of confidence in relation to the Services and/or the Contract and shall give Al-Barq Macintosh Electronics Ltd all reasonable assistance in connection with any proceedings Al-Barq Macintosh Electronics Ltd may institute against a third party at Al-Barq Macintosh Electronics Ltd expense.

#### **15) Privacy**

The information you provide to us will be stored on computer. We are committed to protecting your privacy. We and any of our associated companies may use the information you provide us to provide a more personalised service and to tell you about changes in our and their service or any new services which we think you will find valuable. If you object to any of these uses at any time, then please inform us by writing to Al-Barq Macintosh Electronics Ltd at the address set out in the "contact us" section at the Site. We may also use such information where and to the extent of any requirement to comply with any applicable law, legal process or to enforce any of these Conditions. We will not monitor, edit or disclose the content's of any private communications transmitted via the Servers unless required to do so by law or in the good faith belief that such action is necessary to conform or comply with applicable law, to protect and defend the rights and/or property of Al-Barq Macintosh Electronics Ltd or to protect the personal safety of any of our clients or the public.

#### **16) Cookies**

Cookies are bits of electronic information that a web site can transfer to your hard drive to help tailor and keep records of your visit to the Site. Cookies allow us to better customise visits to the Site to your individual preferences, helping us provide you with the best possible service on our Site. Most major web sites use cookies and their use is standard on the Internet. Most Internet browsers automatically accept cookies but you can change your settings so that you are notified whenever you are sent a cookie.

#### **17) Termination**

- 17.1. The Contract may be terminated:  
immediately by Al-Barq Macintosh Electronics Ltd if the Client fails to pay any sums due hereunder within 14 days of their due date;
- 17.2. immediately by either party to the other if the other commits any material bre of any these conditions and which (in the case of a bre capable of being remedied) has not been remedied within a reasonable time period as may be specified in a formal request in writing or by electronic email to remedy the same;
- 17.3. immediately by written notice from Al-Barq Macintosh Electronics Ltd if the Client commits any material bre of any these conditions which may impact the Services or Servers of Al-Barq Macintosh Electronics Ltd or the ability of Al-Barq Macintosh Electronics Ltd to provide the services;

17.4. immediately by either party if the other shall convene a meeting with its creditors or if a proposal shall be made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme of arrangement with (or the assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver or administrative receiver or similar officer is appointed in respect of all or any of the business or assets of the other party or if a petition is presented or a

meeting is convened for the purpose of considering a resolution or any other steps are taken for the winding up or the making of an administrative order (otherwise than for the purposes of a solvent amalgamation or reconstruction). In the event that Al-Barq Macintosh Electronics Ltd is entitled to terminate the Contract for any reason then it shall in the alternative at its sole discretion be entitled to suspend the Services for such period as Al-Barq Macintosh Electronics Ltd shall determine. Upon termination or expiry of the Contract all amounts payable by the Client to Al-Barq Macintosh Electronics Ltd shall become immediately due and Al-Barq Macintosh Electronics Ltd shall be entitled to immediately cease the provision of the Services.

### **18) Minimum Service Period Termination**

You may terminate all or any of the Services, at any time after the Minimum Service Period, subject to the Minimum Cancellation Notice Period. Should you wish to terminate a Service in accordance with this Clause, you must, give written notice to us. Where you terminate within the Minimum Service Period you will be liable to pay the Charges due in respect of that minimum service period. We may terminate all or any of the Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the minimum service period) without our incurring any liability. Unless otherwise stated in the Specific Terms and Conditions, the Minimum Cancellation Notice Period is 30 days (to expire at any time on or after the Minimum Service Period).

### **19) Assignment**

We may transfer, assign or sub-contract the whole or any part of our rights and obligations under the Agreement. You agree that you will not assign, sub-contract, sell, transfer, lease, licence or charge by way of security any of your rights or obligations under the Agreement. Breach of this restriction in any way (whether successful or not), will result in your Account being terminated.

### **20) Notices**

You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known email or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent. Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us

### **21) Foreign Jurisdictions**

The Site may contain references or cross references to services that are not available in every country. We do not represent that all Services and content, materials and services on the Site are appropriate or available for use in all geographic locations, and accessing such from certain locations may be illegal and prohibited. Your access to the content, materials and services on the Site from such locations is at your own initiative and we are not responsible for your compliance with local laws or other applicable laws. You will not access the foregoing if prohibited by law. Any translation of these Conditions into a language other than English is for the convenience of the Client only and it is agreed that the English language version of these Conditions at <http://www.macintoshelectronics.com/terms/> shall be relied on by the parties and shall prevail in the event of any differences.

### **22) Miscellaneous**

Any failure or delay by either party in exerting CIS any rights or remedy will not constitute a waiver. Any notice or other communication to be given by a party under this Agreement must be in writing and must be given by delivery at or sending by first class post or by E-mail or facsimile transmission to the last known postal, E-mail address or relevant telecommunications number of the other party. Notices shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To

~~prove the giving of a notice it shall be sufficient to show it was despatched. A notice shall have been effect from the sooner of its actual or deemed receipt by the addressee. Any termination of this Agreement shall be without prejudice to any other rights or remedies which a party may be entitled to hereunder or at law and shall not effect any previous rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into continue in force upon or after such termination. If any provision of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability. Your use of this Site and the Contract will be governed by English Law and will be deemed to have occurred and been made in England. If you have any disputes with us or any other aspect of the Site then these will be exclusively resolved in the English Courts. The Client shall not share, re-sell or attempt to share or re-sell the Services, transfer or attempt to transfer this Contract or permit any third party to use and/or access any of the for any purpose without prior consent of Al-Barq Macintosh Electronics Ltd~~

### **23) Force Majeure**

You agree that we shall not be liable for any and all losses, (including loss of data) damages, costs, claims and other liabilities which arise as a result of any delay or interruption in, or any non-delivery, or missed delivery or failure of the Equipment and/or Services due to circumstances beyond our or any of our suppliers' reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government or other competent authorities). Should any event, continue for more than 90 days, then either we or you may terminate the Agreement forthwith.

### **24) Inspection, Transit Delays and Non-delivery**

The Customer must inspect the products as soon as is reasonably possible after delivery and shall, within 2 days of the date of delivery, give notice to Al-Barq Macintosh Electronics Ltd in detail of:  
Any defect in the product that is apparent on reasonable examination

In this case Al-Barq Macintosh Electronics Ltd shall, at Al-Barq Macintosh Electronics Ltd discretion, replace the products or refund the purchase price. In any event the Customer must refuse parcels delivered to it in a damaged condition; Any shortfall in products delivered. In this case Al-Barq Macintosh Electronics Ltd shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products; Any delivery of products not in accordance with the order In this case Al-Barq Macintosh Electronics Ltd shall, at Al-Barq Macintosh Electronics Ltd discretion, replace the products or refund the purchase price. If the Customer fails to give any such notice, the products shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the Customer shall be deemed to have accepted the products accordingly. The Customer must notify Al-Barq Macintosh Electronics Ltd of any products invoiced but not delivered within 2 days of the invoice date, quoting the invoice number. The Customer must notify Al-Barq Macintosh Electronics Ltd of any non-delivery of the products within 2 days of the promised dispatch date. Unless specified otherwise above under 'Delivery', the Customer's exclusive remedy shall, at Al-Barq Macintosh Electronics Ltd sole discretion, be re-delivery of the products or refund or credit of the purchase price. The remedies set out above are the Customer's exclusive remedies for non-delivery, late delivery or short delivery of products, or for apparent defects in the products or delivery of products not in accordance with the order. Al-Barq Macintosh Electronics Ltd shall not be liable for any other losses, consequential or otherwise, arising from non-delivery or late delivery.

### **25) Product and Availability Information**

Al-Barq Macintosh Electronics Ltd reserves the right, without prior notice, to discontinue any product or to make design changes as part of its continuous programmed of product improvement, or to assist product availability. design changes may take place during the life of the catalogue. Al-Barq Macintosh Electronics Ltd recommends that the Customer verifies dimensions and other data published the catalogue together with future availability, before incorporating products into designs or for other critical purposes. Dimensions and other physical characteristics are subject to normal commercial tolerances. The information contained in the catalogue was, so far as Al-Barq Macintosh Electronics Ltd was aware, correct at the time of going to press. Where the Customer intends to supply the products to any other person, the Customer shall ensure that all warnings, labels, instructions, manuals and other information in respect of the products or their use which are supplied with the products are not lost or damaged in any way whilst the products are in its possession or under its control and that they are supplied with the products when it releases them from its possession or control. Unless otherwise confirmed, nothing in the catalogue is to be taken as a representation of the source of origin, manufacture, or production of the Products or any part thereof.

## 26) Warranty

AI-Barq Macintosh Electronics Ltd warrants that if defects appear in products, under proper use, it will replace or repair the product or refund the purchase price. This warranty is subject to a claim being made in writing to AI-Barq Macintosh Electronics Ltd within 12 months of the original date of dispatch, or such other period as may be indicated by AI-Barq Macintosh Electronics Ltd for specific products from time to time. This warranty is also subject to the products or parts to which the claim relates being returned to AI-Barq Macintosh Electronics Ltd within that period suitably packed, carriage paid and, where relevant, in accordance with any particular instructions which AI-Barq Macintosh Electronics Ltd may have notified to the Customer at the time of supply. Returned products or parts must be accompanied by an advice note stating the original invoice number in respect of the products and the nature of any claimed defect, together with AI-Barq Macintosh Electronics Ltd goods return form number and any such further information as AI-Barq Macintosh Electronics Ltd may at the time of supply have stipulated. Where the Customer returns products otherwise than in accordance with these warranty provisions, AI-Barq Macintosh Electronics Ltd may refuse such products and return them to the customer at the cost of the customer. Any products or parts which are replaced by AI-Barq Macintosh Electronics Ltd shall become the property of AI-Barq Macintosh Electronics Ltd. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law and AI-Barq Macintosh Electronics Ltd will not be liable to the Customer for any loss of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on AI-Barq Macintosh Electronics Ltd by operation of law. The customer acknowledges that it is responsible for ensuring that the products it orders are fit for the purposes for which it intends to use them. Warranty does not cover replacement due to fair wear and tear, excessive or abnormal use, accidental damage, alteration. The warranty applies from the original purchase date of the parts for a period of one; two or three years according to the manufactures of the product(s) all other parts carry a one year warranty as standard returns to base warranty, stated or not stated on any AI-Barq Macintosh Electronics Ltd invoice/delivery/web site notes or any documents

Warranty service is applicable to the registered clients ONLY, at their registered address, and the original computer equipment (The Equipment) recorded at the onset of the service request and is not transferable.

Covers the repair or replacement of the Equipment or any parts therein that have mechanical or electronic defects which have occurred either since the expiration of the Original Warranty or the purchase date of the warranty whichever is the latter.

Covers only the Equipment specifically listed in the agreed Schedule of the warranty certificate provided by AI-Barq Macintosh Electronics Ltd..

Provides for all repairs to be carried out on-site unless AI-Barq Macintosh Electronics Ltd. find it necessary to return the Equipment to a workshop or it is in a remote location.

Does not cover add-ons or enhancement incorporated in the Equipment.

Provides for service repairs between 9/5(Monday to Friday) excluding public holiday.

Is only applicable to equipment purchased in UK from AI-Barq Macintosh Electronics Ltd and covers labour and all parts subject to the terms and conditions?

All Warranties are subject to the formation of a formal certified agreement, whereby AI-Barq Macintosh Electronics Ltd. agrees to undertake the extended warranty. Before a warranty agreement is formed, AI-Barq Macintosh Electronics Ltd. require a certified AI-Barq Macintosh Electronics Ltd. Engineer to undertake a complete onsite check up of The equipment that is to be covered by the warranty. AI-Barq Macintosh Electronics Ltd. reserve the right to refuse warranty cover of the equipment, if during the onsite service it is deemed that the equipment is not in satisfactory working condition or beyond reasonable service repair, In this event, the client is liable to pay the full amount of a standard check up service at a service charge of £35 +VAT per hour. In the event that the client undertakes the services of AI-Barq Macintosh Electronics Ltd. to restore the computer to satisfactory working condition, the client agrees to pay any additional costs inclusive of parts and labour, involved in the repairs.

The obligatory. preventative maintenance check up service provides for the following scope of work to be completed: -

Cleaning of the interior and exterior of the base computer and checking that all cooling fans inside the computer and power supply are functioning properly.

Checking all components and cables to ensure they are firmly secured in order to prevent electrical interference and unnecessary wear and tear.

Cleaning the monitor, keyboard, mouse and diskette & CD drives

Showing the client how to perform ongoing preventative maintenance.

Checking the computer set-up and where necessary delete the unused files and reconfigure the system to optimise system performance.

AI-Barq Macintosh Electronics Ltd. warrants that it shall for the full period of the agreed warranty, repair electronic or mechanical defects to the base computer and monitor but not to a mouse, trackball, pointing device, keyboard or notebook screen all of which are subject to fair wear and tear.

AI-Barq Macintosh Electronics Ltd. may at their option replace either the equipment or any defective parts therein with refurbished equipment or parts. Client agrees and laible to pay for such replacement of Hardware and Software.

Any work necessitating or involving software or the transfer of data will require validation of copyright laws and be at the cost of the client.

This warranty does not guarantee any claims by the manufacturer as to compatibility, connectivity or the ability for the product to perform certain functions

The Warranty period will commence either at the end of the manufacturer/suppliers Warranty (Original Warranty) or from the purchase date of the service, whichever is the latest, and expires on completion of the specified term details of which will be set out in the Warranty Schedule.

If the client purchases the warranty after the expiry of the Original Warranty and AI-Barq Macintosh Electronics Ltd. finds during the course of the initial check up or preventative maintenance service that the equipment is already defective and requires replacement parts to restore it to proper working order then AI-Barq Macintosh Electronics Ltd. reserves the right to ask the client to pay for the cost of such parts and if they do not AI-Barq Macintosh Electronics Ltd. may then declare the warranty null and void in which case the client will only be required to pay the standard fee.

Any unnecessary service calls not relating to hardware failure either arising from failure to comply with terms or from software problems or from any other problems or product defects not covered by the agreement outlined in the warranty certificate will incur a minimum service call out fee applies.

The warranty shall not apply to peripheral devices such as, printers, scanners, and cameras or to software or to consumable items such as floppy diskettes, fuses, batteries and ink cartridges.

The Warranty shall not apply to defects or damage resulting from misuse, accident or neglect or operation contrary to normal domestic or office use.

The Warranty shall not apply where the equipment has been damaged or altered by testing, maintenance, installation, alteration, modification or adjustment of the equipment, unless the work was approved in writing prior to commencement or done by an authorised AI-Barq Macintosh Electronics Ltd. service facility.

The Warranty shall not apply to damages and any costs associated with the delivery, handling or transportation of the equipment or any part thereof.

The Warranty shall not apply to any costs associated with the equipment arising from any technical adjustments, reformatting of hard disk, loss of data, virus infection or use of the Equipment with non-compatible equipment.

The Warranty shall not apply to any failure due to fair, wear and rear.

The Warranty shall not apply to any damages, failure or malfunction, resulting from lightening, voltage spikes or other fluctuations in the power supply, fire, contamination by ionising or electromagnetic radiation, explosion, accident or malicious damage, earthquake, storm, tempest, war, water damage, aircraft, impact, natural acts, burglary, and/or theft or any attempt thereof.

The Warranty shall not apply to any consequential loss or damage arising out of parts of The Equipment or any other cause or for any damage arising out of failure or malfunction, including loss of data, any damage or loss for personal injury, stress or other physical complaint or loss of profit.

The Warranty shall not apply to any Equipment with an altered or removed service tag number.

The Warranty shall not apply to any defect in the Equipment that was known or unknown at the time of purchase of this Warranty or not covered by the Original Warranty.

The Warranty shall not apply to those components of the Equipment such as a mouse, trackball, pointing device, keyboard or notebook screen that after the expiration of the Original Warranty are subject to fair wear and tear.

The Warranty shall not apply to any equipment purchased outside of UK or purchased from a dealer or supplier not authorised by the manufacturer and/or official distributor to sell the equipment.

The Warranty shall not apply in respect of guarantees of performance or efficiency.

The Warranty shall not apply in respect of third party property damage and/or third party injury.

The Warranty does not cover the cost of replacement parts required to restore the equipment to proper working order if it was purchased after the expiration of the Original Warranty.

Due rapid changes on hardware we are only able to replace part has become faulty not any add-ons hardware (i.e hard drive, optical drive, memory, processor (CPU)) in this case we will refund only cost of the faulty hardware only

## **27) Returns Policy**

The customer may only return products to Al-Barq Macintosh Electronics Ltd, and receive a credit or refund, on the following conditions: The customer may only return product to Al-Barq Macintosh Electronics Ltd for a refund or credit with the prior consent of Al-Barq Macintosh Electronics Ltd. Returns must be made within 7days of the date of delivery (as stated on the delivery documentation). Products must be returned to Al-Barq Macintosh Electronics Ltd in their original condition and packaging and in a condition which will enable them to be immediately fit for re-sale. The customer must include an advice note stating the original invoice number in respect of the products and the relevant Al-Barq Macintosh Electronics Ltd goods return form number (which can be obtained from Al-Barq Macintosh Electronics Ltd customer service department). Where specific instructions appear in the catalogue or with any product regarding its return to Al-Barq Macintosh Electronics Ltd, the customer must follow such instructions. If the customer does not quote invoice details or the Al-Barq Macintosh Electronics Ltd goods return form number, the credit will be based upon the lowest sales price. For products

returned due to Customer error or no longer required and returned in accordance with this clause a handling charge of 25% of the invoice value, subject to a £10.00 minimum, will be applied. Where the customer returns products to Al-Barq Macintosh Electronics Ltd not in accordance with this clause (for example, after 14 days from the date of dispatch and in an unfit state) Al-Barq Macintosh Electronics Ltd will refuse delivery or may apply a

handling charge which relates to the actual cost of reprocessing (subject to a minimum 25% of invoice value and a £10.00 minimum). This returns policy excludes non-catalogue products and specially manufactured products.

All products are returned to Al-Barq Macintosh Electronics Ltd at cost to the customer and at the customer's risk. Al-Barq Macintosh Electronics Ltd accepts no responsibility for any loss of or damage to them or any items received by Al-Barq Macintosh Electronics Ltd with them. Products to be returned to Al-Barq Macintosh Electronics

Ltd should be adequately packed and despatched freight paid by customer the following are excluded from returns & refund as per software refund policy

Refunds on hardware sold through AI-Barq Macintosh Electronics Ltd are eligible for a full refund for a period of 7 days. No refunds will be issued for labour, training, diagnostic or other intellectual property or services performed. We bill for our time to provide you an industry-certified technician to diagnose and perform your service request at a very competitive rate regardless of outcome. Please see the Hardware Warranty Policy for defective hardware

Hardware sold through AI-Barq Macintosh Electronics Ltd is warranted for a period of 3 days from the date on the service order containing the sale of the hardware along with its serial number. AI-Barq Macintosh Electronics Ltd will replace the defective hardware with an equally comparable model of what comparable model of what was

originally sold. This warranty does not cover damage caused by misuse, neglect, fires, floods, riots, war, acts of God, or any action outside the designated intention of normal operation. Original equipment manufacturers (OEM) normally provide warranties above and beyond the warranty provided by AI-Barq Macintosh Electronics Ltd

### **Software Refund Policy**

#### Refund Policy Statement

In the past our refund policy was misused and exploited by customers who created false reasons for refund but continued to use our software. Because of this our company now has a much stricter refund policy for software than hardware. Since software and licenses are not tangible goods that you can return for credit, Due to copyright issues, opened software cannot be returned. Please verify your system requirements prior to opening the packaging. Note: Electronic equipment that has been installed, scratched or abused will not be accepted for return or credit.

#### **Accepted Circumstances**

Generally you will only be entitled to a refund if all of the following apply:

- 27.1. Any software purchased on CDs must be unopened and returned within 7 days of purchase. Software must be received and processed before any refund will be issued.
- 27.2. The software is demonstrated to be defective or not fit for its stated purpose. Note: It is not defective simply because it is incompatible with your hardware;
- 27.3. A defect is found and our technical support staff cannot provide a fix or work-around within 160 days;
- 27.4. There is a defect in the software that could not be detected in the trial version; and
- 27.5. The software has not been activated (converted from an activation code to a registration key).

If all of the above apply, contact our support team. Our support team will then ask you to fax us a signed declaration to us on +44 (0) 161 796 5274, with:

- 27.6. A copy of your invoice - sent to you by email when you purchased.
- 27.7. A description of the problem you found in the software.
- 27.8. A confirmation that you have not yet activated.
- 27.9. A copy of the license serial number(s).
- 27.10. A signed statement that you will uninstall the software and remove it from your computer.

Please include all 5 points above in your fax.

DO NOT fax us with a refund request without prior instructions from the support team to do so.

## Unaccepted Circumstances

We generally do not refund or exchange in these circumstances:

- 27.11. At any time after activation.
- 27.12. Just because you made a 'mistake' when ordering.
- 27.13. Just because you changed your mind after ordering.
- 27.14. Refunds of technical support plans just because you never ended up needing support.
- 27.15. Please note any requests for refund must be made before activation. If you have activated we would like to remind refund will not be

## 28) Helpdesk Support/Service

The Al-Barq Macintosh Electronics Ltd. Helpdesk will provide support on any operational issue only. For issues outside the scope, including Virus and Spyware related issues, Al-Barq Macintosh Electronics Ltd. may refuse Help Desk Support over the phone/remote and recommend a related on site service

- 28.1. When an appointment is made the client agrees that a person of 18 years of age or older attends at the time of the service delivery and have the equipment required for the service available.
- 28.2. Al-Barq Macintosh Electronics Ltd. Service Charge at the standard rate of £35+ Vat for every 1hour time block.
- 28.3. Al-Barq Macintosh Electronics Ltd. will perform the scope of work outlined in each service to the best of its ability but makes no guarantees as to the service quality nor does it accept responsibility and liability for ongoing support matters.
- 28.4. The client must give a minimum of 24 hours notice if they wish to re-arrange an appointment otherwise Al-Barq Macintosh Electronics Ltd. may at its sole discretion charge a £35+ vat cancellation fee, and the client must pay this charge before Al-Barq Macintosh Electronics Ltd. is required to reschedule a new appointment.
- 28.5. If a service cannot be completed because of equipment failure or missing parts the client may
  - a. pay the consultant to fix the problem if the consultant is able or
  - b. resolve the problem through their supplier in which case a fee for travel time must be paid for a second visit.
- 28.6. All matters relating to warranty claims are the responsibility of the clients and Al-Barq Macintosh Electronics Ltd. accepts no responsibility or liability whatsoever for the consequences of any breaches of warranty provided by the Hardware and Software product manufacturer.
- 28.7. Al-Barq Macintosh Electronics Ltd. does not support illegal software products or practices and will not provide any service related to or depending on them.
- 28.8. Al-Barq Macintosh Electronics Ltd. makes no guarantees nor accepts any responsibility and liability for any consequential direct or indirect loss or damage resulting from technical and operational matters or from delays of any nature or cause whatsoever.
- 28.9. Al-Barq Macintosh Electronics Ltd. does not acknowledge that a product manufacturer's specified environmental or minimum system requirements are correct and reserves the right to either modify them as a condition of providing a service or not to provide the service if it deems they are prohibitive to meeting its obligations for the service.
- 28.10. Subject to the clients statutory rights under the Trade Practices Act or other similar state and territory laws all entitlements and the liability of Al-Barq Macintosh Electronics Ltd. and/or their retailer is expressly limited to the cost of the service being provided.

- 28.11. Al-Barq Macintosh Electronics Ltd. services are available throughout UK but a travelling surcharge of £35+vat outside of 10km of Manchester, travelled by Al-Barq Macintosh Electronics Ltd..
- 28.12. Al-Barq Macintosh Electronics Ltd. products and services are not transferable and are available only to the person of who initially purchased the service and for the computer described in initial purchase.
- 28.13. Some components of Al-Barq Macintosh Electronics Ltd. services rely on connection to the Internet, this is the responsibility of the client. The client is responsible for full service costs with or without Internet connection.
- 28.14. Al-Barq Macintosh Electronics Ltd. reserves the right to alter the pricing of their products and services at any time.
- 28.15. Al-Barq Macintosh Electronics Ltd. is not responsible for hardware, software or Internet related technical problems unless they fall within the scope of the job but may at their discretion fix any such problems provided the client is prepared to pay for any extra time required by Cash, cheque or credit card at the time of the work being done.
- 28.16. The specified time of a certified Training Service is 1 hour after which the client may choose to purchase extra time for a fee of £35 +VAT per 1 hour.
- 28.17. All pricing for Onsite services including training are based on an estimated time that reflects the average time to complete the service. If additional time is required to satisfactorily complete the job, the client is liable to pay for any extra time for a fee of £35 +VAT per 1 hour. Al-Barq Macintosh Electronics Ltd. accepts no responsibility for any additional time required to satisfactorily complete an individual service.
- 28.18. If the service exceeds the specified time because of technical problems encountered or additional services requested a charge of £35 +VAT for extra time is applicable.
- 28.19. Extra time is at the sole discretion of and subject to the attending Technicians or Consultants availability.
- 28.20. The client is responsible for adequately backing up, or otherwise protecting their data and/or equipment prior to accepting Al-Barq Macintosh Electronics Ltd. support; whether by phone, Internet or onsite. If the client requires Al-Barq Macintosh Electronics Ltd. to assist them with this process Al-Barq Macintosh Electronics Ltd. will do so at its current standard rate.
- 28.21. Al-Barq Macintosh Electronics Ltd. reserves the right at any point in time to refuse continued service if it is deemed that the equipment is beyond reasonable service repair, at which time a refund of the service will be provided to the client.
- 28.22. The service price does not include the price of parts required for repairs. In completing their service obligation Al-Barq Macintosh Electronics Ltd. reserves the right to ask the client to pay for the cost of
- 28.23. such parts and if they do not Al-Barq Macintosh Electronics Ltd. may then declare the service guarantee null and void in which case the client will be required to pay the full cost of the service
- 28.24. Additional time required to complete the service is at the sole discretion of and subject to the attending Technician's or Consultant's availability. If the client refuses to allow Al-Barq Macintosh Electronics Ltd.'s fulfilment of the service requirement, the client liable for the full cost of the service.
- 28.25. In signing the Al-Barq Macintosh Electronics Ltd. Onsite Service record the client recognise and are in agreement with the terms and conditions of policy, in particular the client agrees that; Al-Barq Macintosh Electronics Ltd. have satisfactorily fixed the problem reported and any further service required will be done so at additional cost.

- 28.26. In the case that a refusal of service or conditions of service is made by the client, that does not allow AI-Barq Macintosh Electronics Ltd. to satisfactorily complete the job, the client forfeits their right to policy and as such is liable for the full cost of the service.
- 28.27. Virus and Security software is subject to availability at the time of service, AI-Barq Macintosh Electronics Ltd. hold no responsibility whatsoever if software is unavailable. Service charges are not dependant upon availability of software and still apply irrelevant of availability. Software charges are subject to variances and are based on the current standard market rate.
- 28.28. AI-Barq Macintosh Electronics Ltd. services are available upon an Ad-Hoc, 3, 6 or 12 month contractual subscription basis.
- 28.29. Payment terms available for this contractual subscription service are upfront monthly full payment.
- 28.30. Contractual Services upon receipt of a signed declaration and authorization. AI-Barq Macintosh Electronics Ltd. will advise the client of the service commencement date. Upon termination of the payment plan the full balance of the subscription amount is payable, as per the payment agreement.
- 28.31. Contractual Service entitles the purchaser conditional access to the following services: 8x5 phone/remote support, AI-Barq Macintosh Electronics Ltd. online Helpdesk, Onsite Virus and Security services, Maintenance Services including breakdown troubleshoot, fix & Setup and Training service.
- 28.32. Contractual Onsite service is minimum of 15 hours onsite/remote service per month. Monthly unused service hours cannot be transferred / rolled over to the following month.
- 28.33. AI-Barq Macintosh Electronics Ltd. will maintain a clients history of all support provided and should any client require repetitive support on the same or similar matters then AI-Barq Macintosh Electronics Ltd. will advise the client that they should undertake further training in this area and should the client fail to do so AI-Barq Macintosh Electronics Ltd. may at its discretion decline further support on these matters until such time as they do.
- 28.34. Only registered Contractual Service clients are entitled to use AI-Barq Macintosh Electronics Ltd.'s online Helpdesk service and where necessary onsite support on all operational matters with the registered personal or Business computer and Networks.
- 28.35. Online Helpdesk does not cover support on Virus and Spyware related problems including correction or removal of viruses and in the event that such problems are identified and fixed in the course of providing service AI-Barq Macintosh Electronics Ltd. may at its sole discretion charge for the service time.
- 28.36. AI-Barq Macintosh Electronics Ltd. undertake to provide prompt support to the client 8 hours a day, 5 days a week, but cannot guarantee the availability of the service due to factors beyond its control, including but not limited to power failure, technical breakdowns, unpredictably excessive call volumes, and natural acts.
- 28.37. Where phone or remote support is inappropriate, AI-Barq Macintosh Electronics Ltd., in agreement with the client, may send a Technician or Consultant to the client's registered address to provide the support service and the client accepts that the service will be provided subject to terms and the availability of the AI-Barq Macintosh Electronics Ltd. consultant.
- 28.38. AI-Barq Macintosh Electronics Ltd. will maintain a client's history of all support service provided. For time keep & billing/invoice purposes, the information made available on requested
- 28.39. AI-Barq Macintosh Electronics Ltd. support service is available every day excluding national public holidays for a period of contract period from the date of commence.

28.40. The method used by Al-Barq Macintosh Electronics Ltd. to resolve a client's problem whether it is by phone, Remote Access or with an onsite visit will be at the sole discretion of Al-Barq Macintosh Electronics Ltd.

### **29) Repair Services**

Al-Barq Macintosh Electronics Ltd offers repair services in respect of the products. The conditions which apply to these services are set out below. The repair service is subject to the availability of parts and is only available if the product has not suffered excessive physical or electrical damage and is free from modifications. Al-Barq Macintosh Electronics Ltd may at its absolute discretion either repair the product or replace it with a substitute product. The Customer must pay the relevant charges plus applicable VAT. Where the Customer has an authorised credit account with Al-Barq Macintosh Electronics Ltd and encloses a properly authorised written order with the product the Customer may pay through such account and will be invoiced in due course. All products are sent, held by, and returned to the Customer at the Customer's risk and Al-Barq Macintosh Electronics Ltd accepts no responsibility for any loss or damage to them.

### **30) Data Protection and Customer Information**

Al-Barq Macintosh Electronics Ltd under the data protection Act. Al-Barq Macintosh Electronics Ltd may keep and use personal details of the Customer and its employees for the purposes of providing services to the Customer. In addition Al-Barq Macintosh Electronics Ltd may need to disclose the Customer's and its employees' details to organisations working on behalf of Al-Barq Macintosh Electronics Ltd anywhere in the world (for example, credit reference agencies, mailing houses and call centers). Al-Barq Macintosh Electronics Ltd may send to the Customer and its employees details of other products and services offered by the Company that may interest the Customer. If the Customer or its employees do not want to receive details of these offers then they should contact the Al-Barq Macintosh Electronics Ltd sales department either in writing Al-Barq Macintosh Electronics Ltd 5 Brook Drive, Whitefield, Manchester ,M45 8FR, by fax on 0161 796 5274, by telephone on 0161 796 5272 or by e-mail at [info@macintoshelectronics.com](mailto:info@macintoshelectronics.com). The Customer consents that Al-Barq Macintosh Electronics Ltd may use the name of the Customer by disclosing it to certain Al-Barq Macintosh Electronics Ltd suppliers for market research and commission purposes.

### **31) Cancellations**

The Customer may not cancel orders once accepted by Al-Barq Macintosh Electronics Ltd. Any cancellation (or part cancellation) of an order will only be accepted on written agreement with Al-Barq Macintosh Electronics Ltd the terms of which will indemnify Al-Barq Macintosh Electronics Ltd against any expense incurred by Al-Barq Macintosh Electronics Ltd. In the event of part cancellation, Al-Barq Macintosh Electronics Ltd may invoice the Customer any difference in selling price per unit applicable to the quantity actually dispatched up to the time of cancellation compared to the quantity ordered.

### **32) Carriage methods**

At Al-Barq Macintosh Electronics Ltd our practice is to process and dispatch orders as quickly as possible. Stock permitting, orders received before 3:00pm are delivered the following working day. The carriage method chosen can make a big difference to how quickly and efficiently you receive your order. Please consider all the options carefully. All included carriage charges are based on a maximum total weight of up to 15kg per order. We reserve the right to amend the carriage charge if your order either exceeds 15kg or is of oversized dimensions. If this is necessary a member of our sales team will confirm the changes before your order is processed. This applies to UK mainland orders only. We advised you take insurance cover good in transit

### **33) By courier:**

We have all experienced poor and unreliable service from couriers in the past. This has always caused enormous frustration for both our customers and ourselves. It is singularly the most consistent problem we have encountered. Consequently we have worked very hard to resolve this issue so we can now offer our customers a reliable courier service. We believe that we have finally found carriers that will provide the same high quality service as we do.

### **34) Fixed Public IP Addresses:**

Upon expiration, cancellation or termination of Agreement, Customer shall relinquish any Internet protocol ("IP") numbers, addresses or address blocks assigned to customer by or its network services supplier (but not the URL or top level domain connected therewith). Reserves, in its sole discretion, the right to change or remove any and all such IP numbers, addresses or address blocks.

### **35) Definitions:**

Customer Technology means Customer's proprietary technology, including Customer's Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed during the term of this Agreement by Customer.

### **36) Conflicts with other Agreements.**

In the event of any conflict between this Agreement and the terms and conditions governing your use of any service(s) provided by third party service providers or any registry administrator, the terms and conditions of this Agreement shall govern as it relates to any rights and remedies as between you and third party.

### **37) Entire Agreement; Section Headings**

This Agreement as well as any additional rules and policies, together with all modifications thereto, constitute the entire agreement between you concerning your use of the Services, and supercede and govern all prior proposals, agreements or other communications between you and (including, but not limited to, any prior versions of the Agreement). You also may be subject to additional terms and conditions that may apply when you use third party, affiliate or other, third-party content or third-party software. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the services or the agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. the section titles in the Agreement are for convenience only and have no legal or contractual effect.

### **38) Copyrights**

Al-Barq Macintosh Electronics Ltd respects the intellectual property rights of others and we ask our customers to do the same & committed to complying with UK. copyright law. owners of copyrighted material who believe that their rights under UK. copyright law have been infringed on the Internet. owners may contact the authorized

agent of an Internet service provider to report alleged infringements of their protected works appearing on Web pages hosted by the service provider. Upon receipt of a properly filed complaint satisfying the requirements If you believe that your copyrights have been infringed, or if a notice of copyright infringement has been filed against you, we advise that you seek legal counsel. We are providing the following information to you for informational purposes only.

#### **Notification of Claimed Copyright Infringement**

If you believe that a Web page hosted by Al-Barq Macintosh Electronics Ltd is violating your rights under UK. copyright law, you may file a complaint of such claimed infringement with Al-Barq Macintosh Electronics Ltd designated agent in the manner described below.

By Mail: Al-Barq Macintosh Electronics Ltd  
Attn: Legal Assistant  
5 Brook Drive,  
Whitefield,  
Manchester,  
M45 8FR

By Email: [info@macintoshelectronics.com](mailto:info@macintoshelectronics.com)

If Al-Barq Macintosh Electronics Ltd receives a valid counter-notification, Al-Barq Macintosh Electronics Ltd receives notice that the party alleging copyright infringement has.

Any party seeking to report any other potential violations of this Agreement may contact Al-Barq Macintosh Electronics Ltd via email at [info@macintoshelectronics.com](mailto:info@macintoshelectronics.com)

Proprietary Rights; License Grant

For your complaint to be valid, you must provide the following information when providing notice of the claimed copyright infringement:

- 38.1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner
- 38.2. Identification of the copyrighted work claimed to have been infringed
- 38.3. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit Al-Barq Macintosh Electronics Ltd to locate the material
- 38.4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address
- 38.5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law
- 38.6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

#### Counter-notification to Claimed Copyright Infringement

If a notice of copyright infringement has been filed against you, you may file a counter-notification with Al-Barq Macintosh Electronics Ltd designated agent at the address listed above. Such counter-notification must contain the following information:

- 38.7 Physical or electronic signature
- 38.8 Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled
- 38.9 A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification
- 38.10 Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located, and that you will accept service of process from the complainant

#### **39) The Software**

You acknowledge and agree that the Service and any necessary software used in connection with the Service (the "Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisements is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Al-Barq Macintosh Electronics Ltd or its advertisers, you agree not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Service or the Software, in whole or in part, or to allow or assist any others to do so. Al-Barq Macintosh Electronics Ltd grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of its Software for the sole purpose of accessing and using the Service. You agree not to access the service by any means other than through the interface that is provided by Al-Barq Macintosh Electronics Ltd for use in accessing the Service.

#### **40) General**

This Agreement represents the entire agreement and understanding between you and us with regard to the supply of the Equipment and/or Services, to the exclusion of all prior agreements, arrangements and understandings. The Agreement contains express promises and obligations on our part. You agree that any other term which might be implied or incorporated into the Agreement, by statute, at common law or otherwise, is excluded, to the fullest extent permitted by law.

- 40.1. You acknowledge and agree that in entering into the Agreement you have not relied upon any oral or written representation, statement or understanding (whether negligently or innocently made) by any of our employees, agents, sub-contractors or representatives other than as expressly set out in the Agreement.
- 40.2. You further acknowledge and agree that you will have no remedy in respect of any untrue representation innocently or negligently made by us or any of our employees, agents, sub-

- 40.3. contractors or representatives prior to entering into the Agreement upon which you may claim to have relied in entering into the Agreement whether such representation was made orally or in writing.
- 40.4. The only remedy available to you for a breach by us of the Agreement shall be for breach of contract under the terms of the Agreement.
- 40.5. Nothing in the Agreement shall exclude or limit our liability for fraudulent misrepresentation.
- 40.6. The Agreement shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales. In the event that the Agreement is translated into any other language, the English language version shall prevail.
- 40.7. If any provision, clause or sub-clause of the Agreement is held by any competent authority to be void, voidable, illegal, invalid or otherwise unenforceable, but would be valid and/or enforceable if any part of such provision, clause or sub-clause were deleted or modified, then that provision, clause or sub-clause shall apply with such deletion or modification as may be necessary to make it valid and/or enforceable.
- 40.8. If any part of the Agreement or the application of it to any person shall, for any reason, be adjudged by a competent authority to be invalid, void, voidable, illegal or unenforceable such judgement shall not affect the remainder of the Agreement which shall continue in full force and effect.
- 40.9. References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.
- 40.10. A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

#### **41) Digital Content**

Through our service, you may also be provided with objects including their as images, photographs, templates, animations, video, audio, music, text and applets, and online or electronic documentation (together called the "Digital Content").

- 78.1. You agree that if you utilize such Digital Content, you must first agree to be bound by the terms and conditions of Al-Barq Macintosh Electronics Ltd Digital Content License Agreement (the "Digital Content License") (included at the end of this Addendum). If you do not accept the terms and conditions of the digital content license, do not download any digital content Your Representations; Communications
- 78.2. By applying to use the Service, or by asking us to maintain or renew your use of the Service, you hereby represent and warrant to us that
- 78.3. any statements made by you in connection with your application to use or renew the Service are complete and accurate;
- 78.4. to your knowledge, your use of the Service will not infringe upon or otherwise violate the rights of any third party; you are not using the Service for an unlawful purpose;
- 78.5. you are at least 18 years of age and under no legal disabilities that would prevent you from entering into this Addendum (otherwise, a parent or guardian must accept this Addendum and make the proper payment). You agree and acknowledge that it is your responsibility to determine whether your User Web Site infringes or violates someone else's rights. You understand and agree that the Service may include certain communications from Al-Barq Macintosh Electronics Ltd, such as renewal and billing notices, service announcements and administrative messages, and that

- 78.6. these communications are considered part of the Service and you will not be able to opt out of receiving them. On occasion, Al-Barq Macintosh Electronics Ltd may have a need to communicate with you via email about these issues. It is your responsibility to check email sent to the email address associated with the Service, which is the address that you provide to us in your Service application

#### **42) Agents**

You agree that, if you are using the Service for someone else, you represent and warrant that you have:

- 42.1. provided notice to that third party of your intent to purchase the Service;
- 42.2. obtained that third party's express consent to purchase the Service on its behalf;
- 42.3. obtained consent to post the content included on your User Web Site; and
- 42.4. the authority to bind that person as a principal to all terms and conditions provided herein

#### **43) System Performance Degradation**

Al-Barq Macintosh Electronics Ltd and its third party partners depend upon computer systems that are responsive to the demands of their users, and that provide you CIS information to Al-Barq Macintosh Electronics Ltd customer service team. Occasionally, these computer systems are subjected to exceptional volumes of incoming data and/or processes that result in significant degradation of their system processing and response time. Regardless of the reason, in those instances when there is system performance degradation as the result of an extra CIS large volume of incoming data and/or processes, Al-Barq Macintosh Electronics Ltd reserves the right, in its sole discretion, to filter or block data and/or processes originating from or traveling to the identified sources of the high volume traffic. Al-Barq Macintosh Electronics Ltd will selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system. Al-Barq Macintosh Electronics Ltd further reserves the right to permanently filter or block repeated sources of high volumes of electronic traffic. Finally, if your server is involved in an attack on any computer system, either with or without your knowledge or complicity, your account will be shut down while the matter is investigated and resolved in Al-Barq Macintosh Electronics Ltd absolute discretion

#### **44) Limitation of Liability**

you agree and acknowledge that your use of the service, including, without limitation, the creation and publication of user web sites, is entirely at your own risk. Without limiting the foregoing, Al-Barq Macintosh Electronics Ltd or its suppliers will not be liable, under any circumstances, for any

- 44.1. termination, suspension, loss, or modification of the service or a user web site,
- 44.2. use of or inability to use the service or a user web site,
- 44.3. interruption of business,
- 44.4. access delays or access interruptions to Al-Barq Macintosh electronics Ltd site or to a user web site,
- 44.5. data non-delivery, mis-delivery, corruption, destruction or other modification,
- 44.6. the disbursement or non-disbursement of funds by payment processors;
- 44.7. any transactions conducted on a user web site, including fraudulent transactions;
- 44.8. any loss incurred in connection with the service or a user web site, including in connection with e-commerce transactions;
- 44.9. events beyond Al-Barq Macintosh electronics Ltd (and its subcontractors') reasonable control,
- 44.10. the processing of your service application;

- 44.11. application of any applicable law, regulation or Al-Barq Macintosh Electronics policy;
- 44.12. unauthorized access to or alteration of your transmissions or data;
- 44.13. statements or conduct of any third party on the service:
- 44.14. any other matter relating to the service. Al-Barq Macintosh Electronics Ltd also will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits, goodwill, data, the cost of replacement goods or services, or other intangible losses) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if Al-Barq Macintosh Electronics Ltd has been advised of the possibility of such damages. In no event shall Al-Barq Macintosh Electronics Ltd maximum aggregate liability exceed the total amount paid by you for the service, but in no event greater than one hundred pounds (£100.00). because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states,
- 44.15. You agree that, in view of their nature, your use of the Services is at your sole risk. Whilst we will endeavour to ensure that the Services are of a high quality, neither we nor any of our agents, contractors, licensees, employees or information providers involved in providing the Services, give any guarantee that the Services will be uninterrupted or free from error. Where necessary for commercial, technical or other reasons:
- 44.16. a network or service provider connected to the Services may suspend or terminate its connection to the Services; and the Services may suspend or terminate their connection to another network or service provider
- 44.17. You agree that any such suspension or termination referred to above will not constitute a breach by us of the Agreement and that the Services are provided on an "as is" basis without guarantee of any kind.
- 44.18. You further agree that we will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Services
- 44.19. You acknowledge that the Internet is separate from the Services and that use of the Internet is at your own risk and subject to any applicable Laws. We have no responsibility for any goods, services, information, software, or other materials which you may Al-Barq Macintosh Electronics Ltd obtain from a third party when using the Internet.
- 44.20. You also acknowledge that we may exercise editorial control over the content of our servers, but that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. Neither we, nor any of our agents, contractors, licensees, employees and information providers, involved in providing the Services, are able to control the content of the Internet. You, therefore, agree that we shall not be held responsible for the publication, transmission or reception of any defamatory material or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Services.

You agree and acknowledge:

- (a) that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the Equipment and/or the Services and/or any other service provided to you under the Agreement;
- (b) that we cannot adequately insure our potential liability to you; and
- (c) that the sums payable by you under the Agreement have been calculated on the basis that we shall exclude liability in accordance with the Agreement.

- 44.21. In no circumstances whatsoever will we be liable to you (whether in contract, or for breach of duty, or negligence or otherwise) for any indirect, incid Al-Barq Macintosh Electronics Ltd

44.22. or special loss or damage or any loss of business or of contracts, profit, opportunity, goodwill, reputation, or anticipated savings, or for any loss or corruption of data which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment.

In any event:

(a) Our liability to you for any failure of the Services or other event in any Minimum Cancellation Notice Period shall not exceed the Charges payable in respect of such Minimum Cancellation Notice Period.

(b) Our aggregate liability to you of any sort (including for breach of contract and negligence) in connection with this Agreement shall not exceed the amount of Charges paid by you to us in accordance with this Agreement.

44.23. Nothing in this Agreement will limit our liability under Part I of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence. Al-Barq Macintosh Electronics Ltd has no liability for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profits, or savings the Customer expected to make, waste expense, financial loss or data being lost or harmed.

44.23 Al-Barq Macintosh Electronics LTD is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including internet registration authorities) or for faults in or failures of their equipment.

44.23 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply

#### **45) Disclaimer of Warranties**

the service is provided to you on an "as is," "as available" basis. we and our suppliers make no representations, warranties, or guarantees of any kind whatsoever, express or implied, in connection with this agreement or the service, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or guarantees of service. you are responsible for maintaining and backing-up your data and information that may reside on the service. any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. no oral or written advice or information given by Al-Barq Macintosh Electronics Ltd, its employees, licensees or the like will create a warranty or guaranty; nor may you rely on any such information or advice.

#### **46) Suspension, Cancellation, Transfer or Modification**

You agree and acknowledge that Al-Barq Macintosh Electronics Ltd will, in its sole discretion, determine whether or not your User Web/Service(s) Site is consistent with

46.1. the terms and conditions of this Addendum,

46.2. Applicable Al-Barq Macintosh Electronics Ltd operating rules and policies. You also agree and acknowledge that Al-Barq Macintosh Electronics Ltd may suspend, remove, delete or modify any User Web Site/Service(s) or any portion thereof that Al-Barq Macintosh Electronics Ltd deems inconsistent with the terms and conditions of this Addendum or unacceptable for any other reason and may suspend, cancel or modify your access to and use of the Service for any violation of those terms and conditions, in Al-Barq Macintosh Electronics Ltd sole discretion, and without prior notice to you. Such termination of the Service may result in the deactivation or deletion of your User Web Site, and the forfeiture, and deletion of all related files contained in your account. You further agree and acknowledge that Al-Barq Macintosh Electronics Ltd may, in its sole discretion, charge a reinstatement fee of up to customers who have had their Service suspended or cancelled as a result of a violation of the terms and conditions of this Addendum, or otherwise. If you re-register for services after Al-Barq Macintosh Electronics Ltd cancellation of your account without Al-Barq

Macintosh Electronics Ltd written consent, Al-Barq Macintosh Electronics Ltd will cancel your account and all dues and fees paid to date regardless of whether service has been rendered will be forfeited. Additionally, any amounts due will be immediately payable.

- 46.3. Al-Barq Macintosh Electronics Ltd shall also have the right in its sole discretion to suspend, cancel, or otherwise modify your use of the Service or User Web Site at such time as Al-Barq Macintosh Electronics Ltd receives what reasonably appears to be an authentic notification from a court or tribunal of competent jurisdiction. Finally, Al-Barq Macintosh Electronics Ltd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Al-Barq Macintosh Electronics Ltd shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service

#### **47) Email Terms of Service and Acceptable Use Policy**

Description of the Services Providing POP3 & Web Mail

- 47.1. Al-Barq Macintosh Electronics Ltd agrees to provide you with a POP3 & Web-based mailbox to send and receive electronic mail ("e-mail"), along with an address book for storing contact information. Al-Barq Macintosh Electronics Ltd may also choose to offer other services such as mailing lists, calendar, Web hosting, or Web-based SMS. Limit; Storage Space; Outages
- 47.2. Al-Barq Macintosh Electronics Ltd has set no fixed upper limit on the number of messages you may send or receive through its electronic mail service; however, there is a limit on the storage space associated with your electronic mail account, which varies according to the base package and the extra storage purchased by each customer
- 47.3. Notwithstanding the foregoing, Al-Barq Macintosh Electronics Ltd retains the right, at Al-Barq Macintosh Electronics Ltd sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our electronic mail services to other customers and to protect our computer systems.

#### **48) Deletion of Email; Termination of Service**

Al-Barq Macintosh Electronics Ltd assumes no responsibility for the deletion of or failure to store, deliver, or deliver in a CIS manner e-mail messages. In addition, if you transfer your domain name record to a third party in conjunction with a live Web site or for any other reason or allow your domain name registration to expire, you may no longer be able to use Al-Barq Macintosh Electronics Ltd electronic mail service and any emails or other content in your account may be permanently deleted. Al-Barq Macintosh Electronics Ltd will not refund fees, if any, you have paid for the electronic mail service, any email-dependent services, upgrades or enhancements thereto, if you elect to terminate your email service or transfer your domain name record to a third party.

#### **49) Monitoring; Restriction of Transmissions**

Your right to use Al-Barq Macintosh Electronics Ltd electronic mail service is personal to you. You agree not to resell the electronic mail service, without the prior express written consent of Al-Barq Macintosh Electronics Ltd. Al-Barq Macintosh Electronics Ltd will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to:

conform to the law or comply with legal process served on Al-Barq Macintosh Electronics Ltd  
protect and defend the rights or property of Al-Barq Macintosh Electronics Ltd or its customers; or  
act under exigent circumstances to protect the personal safety of our customers or the public.

You acknowledge and agree that certain technical processing of email messages and their content may be required to:

- send and receive messages;
- conform to connecting networks' technical requirements;
- conform to the limitations of electronic mail service;
- conform to other similar requirements.

You agree that AI-Barq Macintosh Electronics Ltd shall under no circumstances be held liable on account of any action it takes, in good faith, to restrict transmission of material that it or any user of electronic mail service considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected.

#### **50) User Conduct**

You acknowledge and agree that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not AI-Barq Macintosh Electronics Ltd, are entirely responsible for all Content that you upload, post or otherwise transmit via the Service. AI-Barq Macintosh Electronics Ltd does not endorse or control the Content transmitted or posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable.

You agree not to use the Services to engage in or assist or encourage others to engage in illegal, harassing or abusive conduct, including, without limitation, to: upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; harm minors in any way; impersonate any person or entity, including, but not limited to, a AI-Barq Macintosh Electronics Ltd official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services or develop

restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page); upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post or

otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except in those areas of the Service that are designated for such purpose;

upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, the CAN SPAM Act and any rules of any national or other securities exchange, any regulations having the force of law; "stalk" or otherwise harass another; collect or store personal data about other users; or promote or provide instructional information about illegal activities, promote physical harm or injury against any group or

individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites. Violate or encourage others to violate the terms of this Acceptable Use Policy.

You acknowledge and agree that AI-Barq Macintosh Electronics Ltd or Contractor may terminate your electronic mail service if your conduct is found to be unlawful, inconsistent with, or in violation of, this Agreement or the Acceptable Use Policy.

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements, or Internet-distributed, commercially produced information presented to you through use of the Services ("Content") by AI-Barq Macintosh Electronics Ltd, advertisers, or other AI-Barq Macintosh Electronics Ltd users may be protected by copyrights, trademarks, patents or other proprietary rights and laws; therefore, you are only permitted to use this protected Content as expressly authorized by the owner of the Content ("Owner"), the Services or the Advertiser. You may not copy,

reproduce, distribute, or create derivative works from this Content without expressly being authorized to do so by the Owner, the Services or the Advertiser.

### **51) ADSL /SDSL Level Service Agreement**

ADSL does not have a Service Level Agreement (SLA) in place. Most connections run smoothly, quickly and efficiently for most people, most of the time but, at the end of the day, broadband is a contended service that depends on connections being available and stable. Al-Barq Macintosh Electronics Ltd or any other service provider cannot guarantee with 100% certainty that access will always be available and always deliver the very highest performance.

Instead of assuming that broadband will be good enough to support their essential Internet communications, businesses should examine all the available options before making a commitment. Businesses that want to be assured of having an always-on connection that will always deliver the required levels of performance should seriously consider leased line connections,

“With more and more businesses relying on connectivity to support their business – and increasingly their telephony needs as well – it is important to consider which type of service you really do need. If non-availability of an Internet connection would cause significant problems, we strongly recommend something more than a simple broadband connection, such as a leased line which has the necessary SLA in place to support critical working.”

It is also important to have backup connectivity preferably using another provider or a different technology, she points out. Al-Barq Macintosh Electronics Ltd offers multiple solutions and can provide both primary and backup connectivity as part of the same contract. The current claim being made against Al-Barq Macintosh Electronics Ltd at the moment should serve as a reminder to all communications service providers that they should make customers fully aware of the potential limitations as well as the benefits of all the services they provide. Typically all businesses should have a backup source and those using Internet access as a mission critical part of their operation may need to look at more reliable alternatives, preferably with an SLA in place (e.g. some unbundled SDSL providers).

In addition broadband is not officially viewed as being part of the country's Universal Service Obligation (USO), largely because it's still a developing market with several different technologies.

### **52) Return-To-Base**

All products supplied are covered with 12 months return-to-base unless stated on the sales invoice, the customer reports a defective device to the help desk. If the help desk cannot solve a problem, the customer will be informed of were to send the device to for this the customer is responsible for the despatch and insurance of the product. The transport and insurance cost shall be borne by the customer. Al-Barq Macintosh Electronics Ltd shall assume the cost for the materials / spare parts and the labour cost as required, as well as there turn postage to the sender or to any other address within uk main land,

### **53) Title To Goods**

The Company and the buyer expressly agree that until the Company has been paid in full for the goods supplied. The goods remain the property of the Company although the risk therein passes to the buyer at the point when delivery is made. The Company may recover those goods at any time from the buyer in his possession if the Company judges that the amount outstanding from the buyer on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord to the buyer, and for that building upon which the goods are situated. If the buyer incorporates such goods into other products, with the addition of his goods or those of others, or uses such goods as materials for other products, with or without such addition the property in those other products is upon such

#### **54) Services**

We shall provide you with the Services and/or the Equipment subject to the terms of this Agreement.

You can place your order for Equipment and/or Services by;

sending us a completed application form by post or by fax to the address or fax number set out

telephoning our sales team on the number set out

using the help desk site web interface ([www.macintoshelectronics.com/helpdesk](http://www.macintoshelectronics.com/helpdesk))

submitting an request

we shall not be obliged to provide the Services and/or Equipment to you unless and until; we have sent written notice to you (either by post, fax or e-mail) of our acceptance of the Customer Application; and we have received any initial Charges due from you in respect of the Services and/or Equipment. Acceptance of the services and/or Equipment by you constitutes your automatic acceptance of the terms and conditions of this agreement.

ADSL/SDSL/Lease Line in the case of an order returned a successful response we will provide you with transit and routing services for e-mail and general Internet access. We will (in consideration of the Charges) deliver IP packets to the Customer network boundary only and will not be, or be held responsible for, the transit, routing and delivery of IP packets to individual workstations on the Customer network. We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the services, and any other services which we provide to our customers, we may from time to time:

Suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as published by us); and/or

Give you instructions on how to use the Services. You agree to comply with any instructions we may give you in accordance with this Clause.

We will notify you as soon as possible if either we or our agents, employees, repress Al-Barq Macintosh Electronics Ltd ether or anyone else involved in providing the Services and/or the Equipment, require access to your premises, to install the Services and/or the Equipment or to carry out repairs, maintenance or upgrades. Where such notice is received by you, you agree to

grant us and/or such other persons referred to, access to your premises. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.

We may make software available to you that enable you to use the Services. This software must not be copied or modified by you or anyone else unless allowed by Law. You undertake and agree that you will access the Services only via use of this software, or in an alternative way permitted by us, and you will not attempt to circumvent any security measures inherent in the Services.

Where such software is owned by or licensed to us, we will, where possible, grant you a revocable, non-transferable, non-assignable, non-exclusive license to use it for the duration of the Agreement (or, if shorter the duration of any licence of the software to us). Where the use of such software by you requires you to enter a separate licence you agree to do so

#### **55) Damage In Transit And Shortages**

The Company will, when the price quoted includes delivery, repair or replace free without notice of the Company's rights. In the event of such disposal the buyer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain there from an excess of such proceeds over the amount outstanding and due to the Company, and the Company has the additional right to recover the buyer's price from the buyer's customer to the extent unpaid; if the Company avails itself of this right, it will account to the buyer for any excess less any expenses incurred by effecting recovery.

#### **56) Limited Warranty On Data Storage Media**

A regular data backup is always recommended when using any computer hardware or software. A data backup is always advisable prior to service activities, as it cannot always be ensured that no data will be lost during service. Please note that you, as the user of the device, bear the sole responsibility for a complete data backup including application and operating system software. Al-Barq Macintosh Electronics Ltd is expressly relieved of any and all liability or the loss of data and information occurring in the course of providing warranty services

#### **57) Title To Goods**

the Company and the buyer expressly agree that until the Company has been paid in full for the goods supplied. The goods remain the property of the Company although the risk therein passes to the buyer at the point when delivery is made. The Company may recover those goods at any time from the buyer in his possession if the Company judges that the amount outstanding from the buyer on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord to the buyer, and for that building upon which the goods are situated. If the buyer incorporates such goods into other products, with the addition of his goods or those of others, or uses such goods as materials for other products, with or without such addition the property in those other products is upon such incorporation or use ipso facto transferred to the Company and the buyer as bailee of them for the Company will store the same for the Company in a proper manner without charge to the Company. The buyer has the right to dispose of the goods or such other products in the course of his business for the account of the Company and to pass good title to the goods or products to his customer being a bona fide purchaser for value, to special addresses and for low value orders. Where goods are specially ordered from manufactures and a carriage is made, the Company reserves the right to recover this charge from the buyer.

#### **58) Validity of Estimate**

The Company reserves the right to refuse the buyer's acceptance of estimate unless such an estimate is stated to be open for a specific period and is not withdrawn in such period. No binding contract shall be created by the acceptance by the buyer of the Company's quotation until such notice of acceptance of the offer has been given in writing which shall have been signed by the Company's duly authorised representative or the Company has indicated its acceptance of the offer by asking delivery or part delivery of the goods. In the event that no estimate is given by the Company's and it has received an order from the buyer, all deliveries are made subject to these conditions of sale.

#### **59) Warranty Conditions**

The warranty begins on the day of initial purchase of the product by a final customer from Al-Barq Macintosh Electronics Ltd (date of purchase of the original purchase receipt or date of the original delivery note). Please note that warranty claims can only be asserted by presenting the original purchase receipt or the original delivery note. Therefore, always keep your purchase receipt or your delivery note together with the warranty documents. The receipt/note has to state the product name and the product identification number. Warranty claims must be asserted immediately following the discovery of the fault to the manufacturer or service partner.

#### **60) Replacement Parts Warranty**

Following consultation with the help desk, the customer shall bring the defective device to a qualified service point (service partner or repair centre) specified by Al-Barq Macintosh Electronics Ltd. In a warranty case Al-Barq Macintosh Electronics Ltd shall assume the costs for eliminating the fault and for the required materials/parts. The costs for the resulting labour time and the costs and risk of transport to and from the qualified service point (service partner or repair centre) shall be borne by the customer.

#### **61) Bring-in Warranty**

Following consultation with the help desk, the customer shall bring the defective device to a qualified service point (service partner or repair centre) specified by Al-Barq Macintosh Electronics Ltd. In a warranty case, Al-Barq Macintosh Electronics Ltd shall assume the costs for the resulting labour and the required materials or replacement parts. The costs and risk of the transport to and from the service point (service partner or repair centre) shall be borne by the customer

#### **62) Limited Bring-In-Warranty on Components**

The warranty scope may differ from that of the product with which the component was purchased for the following components. Please see the respective included warranty document or the original invoice or original delivery note for any existing restrictions to the warranty period for the following components.

## **Component**

- External keyboard
- Notebook keyboard/touchpad
- Mouse
- Accumulators, batteries
- External loudspeakers, microphone, headphones
- APC UPS LCD/CTR Screen

Please note that a separate warranty of another manufacturer may exist for components.  
Should you have questions, please contact us Help Desk ([helpdesk@macintoshelectronics.com](mailto:helpdesk@macintoshelectronics.com))

### **63) Return-to-Base-Warranty (Send-In-Warranty)**

The customer reports a defective device to the help desk over the telephone. If the help desk cannot solve a problem over the telephone, the customer will be informed of service partner he or she will be able to send the device to. For this, the customer is responsible for the dispatch and insurance of the product. The transport and insurance costs shall be borne by the customer. AI-Barq Macintosh Electronics Ltd shall assume the costs for the materials /spare parts and the labour costs as required, as well as the return postage to the sender or to any other address within the country in which the service partner authorised by manufacture is located.

### **64) Collect & Return warranty**

The customer reports a defective device to the help desk over the telephone. Should the help desk be unable to solve the problem over the phone, the device shall be collected from the customer and brought to a repair centre for repairs. Following repairs the device shall be returned to the customer. In a warranty case, AI-Barq Macintosh Electronics Ltd shall bear the costs for collection, the required materials and/or spare parts and the resulting labour charges, as well as the costs for return transport of the device to the customer

### **65) Limited Warranty on Data Storage Media**

The warranty on data storage media products is limited. During a period of 14 days after the purchase, will replace/repair any data carrier that turns out to be physically defective upon delivery if it was supplied with the product by AI-Barq Macintosh Electronics Ltd. Software itself is not the object of the warranty.

### **66) Warranty exclusions**

The following points are not covered by the warranty:

- minor defects or deviations from the product specifications, that are immaterial or negligible as regards to the value or the functioning of the product
- providing and installing upgrades/updates of BIOS, drivers or software
- resetting security functions, deleting passwords, etc.
- backup or restoring customer-specific data or software
- reinstalling non executable software/operating systems (e.g. deleting system relevant files, faulty system settings or self reproducing computer programs such as computer viruses)
- the uninterrupted or fault free functioning of integrated installed or supplied software, nor the quality, performance, merchantability or fitness of such software or any accompanying documentation for any particular purpose, even if it was delivered with a Fujitsu Siemens Computers product.
- signs of wear on data carriers, backlights, picture tubes of plasma screens/CRT monitors (screen burn or loss of brightness)
- replacing consumed batteries
- parts and components subject to consumption (e.g. printer cartridges)
- reduced capacity of accumulators
- defective pixel in notebook displays and LCD screens within ISO 13406-2 / class II

### **67) Neither does the warranty cover diagnosis and the remedying of defects caused:**

- through improper use or improper maintenance of the device by the customer or third parties (e.g. LCD breakage, mechanical or casing damages, defective cables or plugs); improper

actions include operations that are not compatible with the instructions contained in the product manual

- by force majeure (lightning, floods, war, etc.)
- by dirt or contamination (mouse, magnetic tape drive, etc.)
- by extraordinary environmental influences (excess voltage, magnetic fields, etc.) or
- by other circumstances of which Al-Barq Macintosh Electronics Ltd is not responsible.

**68) Warranty claims expire upon:**

- equipment or use of Al-Barq Macintosh Electronics Ltd products with spare parts, components and/or peripherals not certified for the respective use by Al-Barq Macintosh Electronics Ltd,
- if services/repairs or other modifications to the product have been carried out by persons not authorised by Al-Barq Macintosh Electronics Ltd, unless the customer proves that any defects occurring thereafter were neither caused by nor arose as a consequence of such events.

**69) Further services**

In this context we would also like to call your attention to our offer of **Top Up Services**, with which you can purchase an extension of the customer services for your Al-Barq Macintosh Electronics Ltd products in accordance with your personal needs. For details, contact our Al-Barq Macintosh Electronics Ltd Help Desk Al-Barq Macintosh Electronics Ltd Top Up Services will be provided to you in accordance with the terms and conditions as they are set out in Manufacture; further conditions might be added.

Al-Barq Macintosh Electronics Ltd Top Up Services terms and conditions will be given to you upon purchase of Top Up Services, or they are available at web site [www.macintoshelectronics.com](http://www.macintoshelectronics.com)

**70) Build A Site For You: Custom.**

Al-Barq Macintosh Electronics Ltd Build A Site For you: Custom service includes development, design, building and maintenance of a Web site based upon direction and input provided by you and other related services as may be offered from time to time. Additional terms and conditions apply to the Build A Site For you: Custom service and can be accessed by Such terms and conditions are incorporated by reference into this Agreement. Build A Site For You: Custom service also includes domain name related, Web site hosting, and electronic mail services. The terms and conditions as set forth in, or incorporated by reference into, this Agreement for each of these services,

and any other services that you may receive from us in connection with the Build A Site For you: Custom service, apply to you as well.

**71) Domains Names**

In the event that we provide you with domain name services, the following provisions will apply: You confirm that you are the owner of, and/or that you have full rights to use, any trade (or other) name or mark, or any Name, requested by or allocated to you. We cannot guarantee that any Name requested by you will be available or approved for use. If we have reasonable grounds to believe that the use by you of any Name is or, we may refuse to allocate or cease to provide you with the name, and ask you to choose a replacement.

(d) Internet domain names are registered and/or provided to you in accordance with all terms and conditions issued by the regulatory body responsible for the maintenance of such domain names including, but not limited to, Nominet, Network Solutions and OpenSRS, copies of whose terms and conditions are available at:

(i) <http://www.nic.uk/terms.html>; and

(ii) [http://www.networksolutions.com/en\\_US/legal/static-service-agreement.jhtml](http://www.networksolutions.com/en_US/legal/static-service-agreement.jhtml) ;

(iii) <http://resellers.tucows.com/contracts/>

6.2 You agree that all static IP addresses are allocated to you on a Al-Barq Macintosh Electronics Ltd only basis and will remain our property at all times.

## Domain Name Registration, Administration and Renewal Services

### 71.1. Generic Top Level Domain Registrations

Al-Barq Macintosh Electronics Ltd is an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for various generic top-level domain names including .com, .net, .org, .biz, .info, .name and .pro ("gTLDs"). Al-Barq Macintosh Electronics Ltd also may, in its sole discretion, accept applications to register and renew certain gTLD names in non-roman alphabet languages (e.g., Japanese, Chinese, and Korean).

You acknowledge that you have read, understood and agree to be bound by all terms and conditions of ICANN's Uniform Domain Name Dispute Resolution Policy (the "UDRP"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference for all gTLD domain name registrations or renewals.

Additional terms and conditions apply to the registration, administration and renewal of the .info, .biz, .name and .pro gTLDs

### 71.2. Country Code Top Level Domain Registration and Administration

In addition to registering and renewing gTLD domain name registrations, Al-Barq Macintosh Electronics Ltd may register and renew various country code top level domains ("ccTLDs"). The registry administrator for each ccTLD varies by individual country code. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by these registry administrators for their respective registries only. terms and conditions of each available ccTLD). Al-Barq Macintosh Electronics Ltd may, in its sole discretion, elect to discontinue offering registrations or renewals of some or all ccTLDs.

### 71.3. Premium Domain Names

Al-Barq Macintosh Electronics Ltd's Premium Domain Name Service offers for sale domain names that are registered to third parties (also known as aftermarket or secondary market domain names) in a variety of tlds (such as .com, .net, .org, .biz and .info tlds). All Premium Domain Name registrations are offered on a first come, first served basis. After you complete the Premium Domain Name registration application, including payment of the purchase price, we will initiate the transfer of the Premium Domain Name to your account. At the time of transfer of the Premium Domain Name into your account, we will add one year to the existing registration period. Any subsequent renewals of the Premium Domain Name will be charged at the then-current renewal fee.

You acknowledge and agree that once you have completed your Premium Domain Name registration application, you have entered into a valid, binding and enforceable contract to pay the designated purchase price for the Premium Domain Name. Because Al-Barq Macintosh Electronics Ltd is selling Premium Domain Names registered to third parties, Al-Barq Macintosh Electronics Ltd has no control and makes no representations regarding the accuracy or legality of domain names advertised, the accuracy or legality of any domain name listing, or the right and the ability of the

third party seller to transfer the Premium Domain Name or complete the transaction. Al-Barq Macintosh Electronics Ltd does not control whether or not third party seller(s) will complete a transaction.

In addition, you acknowledge and agree that Al-Barq Macintosh Electronics Ltd reserves the right to reject or cancel your Premium Domain Name registration for any reason including, but not limited to, any pricing errors. In the event your Premium Domain Name registration is rejected or cancelled by Al-Barq Macintosh Electronics Ltd, for any reason, we will refund in full the amount of the purchase price for the Premium Domain Name as your sole remedy.

Once the Premium Domain Name is transferred into your account, you agree that such Premium Domain Name may not be transferred away from Al-Barq Macintosh Electronics Ltd to another registrar during the first 60 days following the transfer, during which time the Premium Domain Name may be placed on transfer lock.

71.4. No Guarantee of Registration or Renewal

As a domain name registrar, Al-Barq Macintosh Electronics Ltd is, upon accepting your application to register or renew a domain name, your sponsor for that application. No domain name registrations shall be deemed effective unless and until we deliver the domain name registration or renewal application you provide us to the appropriate registry administrator, as applicable, and that registry administrator accepts your application and activates your domain name registration or renewal. You will be entitled to a refund only if your registration is unsuccessful.

You acknowledge and agree that Al-Barq Macintosh Electronics Ltd does not guarantee that you will be able to register or renew a desired domain name, even if our systems indicate that domain

name is available or you are able to complete an order with respect to such name. You also understand that Al-Barq Macintosh Electronics Ltd cannot know with certainty whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS or other registry databases. You also acknowledge and agree that Al-Barq Macintosh Electronics Ltd is not responsible for any inaccuracies or errors in the domain name registration or renewal process. YOU ARE SOLELY RESPONSIBLE FOR MAKING SURE THAT YOUR REGISTRATION OR RENEWAL HAS BEEN PROPERLY PROCESSED. You further acknowledge and agree that Al-Barq Macintosh Electronics Ltd may elect to accept or reject your application for registration or renewal for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration or

renewal of a prohibited domain name. You also acknowledge and agree that Al-Barq Macintosh Electronics Ltd is not liable or responsible in any way for any errors, omissions or any other actions by any third party including any registry administrator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular domain name.

71.5. Your Representations

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in connection with such registration, maintenance, or renewal are complete and accurate, and your contact information will be kept current; (b) the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not use the domain name in violation of any applicable laws or regulations or Al-Barq Macintosh Electronics Ltd's rules or policies. You agree and acknowledge that it is your responsibility to determine whether your domain name registration or use infringes or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name, either between roman-alphabet languages, between non-roman alphabet languages, or between roman-alphabet and non-roman alphabet languages, infringe or violate someone else's rights.

71.6. Domain Name Registrant

When registering a domain name with us, you will be asked to designate a registrant for the domain name. The registrant of a domain name possesses all rights granted by Al-Barq Macintosh Electronics Ltd under this Agreement to act with respect to that domain name and any other services obtained from Al-Barq Macintosh Electronics Ltd for use with that domain name. These rights include (but are not limited to) the authority to terminate, transfer (where permitted by the Agreement), or modify such services, or obtain additional services.

if a registrant transfers a domain name to another registrar or to a new registrant, the Al-Barq Macintosh Electronics Ltd services associated with that domain name may terminate following the transfer.

71.7. Administrative Contact

During the registration process or thereafter, you must also designate an administrative contact. The administrative contact may be the same person or entity as the registrant, or may be different. The registrant may delegate certain of its rights to the administrative contact, including managing the domain name, purchasing additional services and transferring the domain name registration to a different registrar. (see Section 12 of this Agreement for a full list of assignable rights.) The registrant is responsible for all actions or omissions of the administrative contact.

71.8. Coming Soon Web Page

All domain names registered through Al-Barq Macintosh Electronics Ltd are pointed to a "Coming Soon" Web page, which informs visitors that the registrant has recently registered their domain name via Al-Barq Macintosh Electronics Ltd. The Coming Soon Web page may be modified at any time by Al-Barq Macintosh Electronics Ltd without prior notice to you and may include such things

as, without limitation (i) links to additional products and services offered by Al-Barq Macintosh Electronics Ltd, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface. To see a sample Coming Soon Web page. If for any reason you do not wish to have the domain name you have registered pointed to a Coming Soon Web page, please notify our Customer Support team or use Al-Barq Macintosh Electronics Ltd's,

71.9. Transfer Lock.

You acknowledge and agree that Al-Barq Macintosh Electronics Ltd may place your domain name on transfer lock, which helps to prevent unauthorized transfers. We will attempt to provide you with notice of the activation of transfer lock for the domain names in your account by email or through the domain name registration process. When a name is in a "locked" status, it cannot be transferred to another registrar, even if the transfer is initiated by you. If you would like to transfer your name to another registrar while it is on "locked" status, you must first email helpdesk@macintoshelectronics.com asking us to unlock your domain name your account manager will send you unlock code. Locking does not interfere with your ability to make DNS and contact changes to your domain name. Locking is available for some, but not all, TLDs.

#### 71.10. Provisions for Non-Roman Alphabet Names

You acknowledge and agree that Al-Barq Macintosh Electronics Ltd cannot guarantee the functionality of non-roman alphabet language domain names, or that its non-roman alphabet language registration service will be error-free, in that Al-Barq Macintosh Electronics Ltd cannot know with certainty whether or not the non-roman alphabet language domain name you are seeking to register or renew will be translated properly by the Internationalized Domain Name System. Furthermore, you acknowledge that Al-Barq Macintosh Electronics Ltd or the registry administrator may be required to suspend, modify or cancel your non-roman alphabet language registration in order to comply with new ICANN or IETF rules, regulations or standards that apply to such registrations.

#### 71.11. Domain Hold

The Domain Hold Service is a free service that enables You to put on hold domain names in a variety of tlds (such as .com, net, org, biz, us and info) (the "Domain Name") for a period of up to 2 days (the "Hold Period"). If you elect to purchase the Domain Name during the Hold Period, you may only purchase it from Al-Barq Macintosh Electronics Ltd. During the Hold Period you are not the official registrant of the Domain Name. You acknowledge and agree that you have no rights in the Domain Name during the Hold Period. Further, Al-Barq Macintosh Electronics Ltd reserves all rights with respect to Domain Name(s) placed on hold, including, but not limited to, the right to deny, terminate or suspend the Domain Hold Services and the right to institute or change fees or surcharges, at any time, for any reason, in its sole discretion, without prior notice to you. Al-Barq Macintosh Electronics Ltd does not guarantee that you will be able to register a desired Domain Name and you acknowledge and agree that we will not be liable to you or any third party if you are unable to register a desired Domain Name for any reason, even if that Domain Name is placed on hold. If you elect not to purchase the Domain Name during the Hold Period, when the Hold Period ends the Domain Name will automatically be made available to other parties for purchase. Further, a Domain Name may be held for a maximum of two (2) Hold Periods and such Hold Periods cannot run consecutively. Additionally, Al-Barq Macintosh Electronics Ltd reserves the right to limit the number of Domain Names you may place on hold at any given time.

## **72) WEB HOSTING Hosting Services**

- We do not allow Adult, Warez, illegal MP3 Sites or IRC Bots.
- You may not store more data in your account than your allotted virtual server space.
- Your virtual server (inc FTP access) is for your company/personal use only.
- You must not divulge the password to any other person, and you should take reasonable precautions to ensure that it is not discovered by other people.
- Data stored on our servers is not guaranteed to be backed up.

### **You must keep an independent backup of all data stored on your hosting solution.**

- You may not run server processes (eg. talkers/IRC Bots) from your virtual server.
- We shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services.
  
- When your account is closed, all files (including web pages, etc.) will be deleted.
- We reserve the right to cancel your account at any time without notice.
- We reserve the right to amend and update these Terms and Conditions at any time without notice.
- To protect your privacy we never distribute your information or e-mail address to any third parties.
- Users must not participate in any form of unsolicited bulk E-mailing or spam.
- By logging into your account, or uploading files to it, you are indicating your acceptance of these Terms and Conditions.

### **Refunds.**

- If you take out one of yearly packages we expect you to commit for this period of time.
- If you cancel your account within your service period then Services-Online will not make any refunds on any unused portions of your account.
- While we do not offer refunds for prorated service (beyond our 7 day money back guarantee which is applicable to some accounts only) you have no obligation to continue using our service.
- Our 7 day money back guarantee (applicable to some accounts only) excludes the refund of domain name registration fees.

### **Telnet.**

- Telnet shell accounts are not available.

### **Services-Online Control Panel.**

- Any attempt to use the Control Panel for purposes other than it's intended use will result in your account being terminated.

### **Bandwidth.**

- 72.1 If your bandwidth rees the points where it has an adverse affect on other clients we reserve the right to disable your site until you can reduce your bandwidth usage.
- 72.2 E virtual server includes a nominated amount of bandwidth, if you use more than this amount then you agree to pay for this bandwidth at a rate of 5p (five pence) per 1 MB.

### **Web Pages.**

- Commercial use of web and ftp space is permitted.
- You will be responsible for the content of your pages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate United Kingdom law.
- You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s).
- We reserve the right to remove material deemed inappropriate from your web pages, without prior notice.
- We do not allow adult, warez or illegal MP3 web sites on our servers.

### **73) TFT, LCD & Plasma Pixel Policy**

As a 15inch LCD display contains 2,359,296 pixels, a 19inch LCD display contains 3.932.160, and a 24inch display contains 6,912,000, having a few dead pixels is not considered a defect. It is rare for a monitor to ship with, or develop pixel irregularities. If or when a dead pixel occurs, it is not an indication that more will occur. It is usually a solitary incident. Therefore, Al-Barq Macintosh Electronics Ltd feel it is important to make our customers aware that some screens may have slight irregularities in the form of dead pixels. Unfortunately, Al-Barq Macintosh Electronics Ltd will only be able to replace a screen that has three or more dead pixels spread across the screen, or two dead pixels that are connected to each other. We are sorry for any disappointment this may cause our customers, however, the manufacturers of TFT, LCD and Plasma screens dictate this policy.

**74) Travelling** we will claim the amount of your actual travelling expenses from the place where you normally live, work or to the location of your office (site or where work to be carried out). our journey will be by the most economical method of travel. By car/train/taxi and tube or by air, we will take advantage of any available cheap fares but can't guarantee arrival time given

74.1. Congestion/Car Park

Any congestion charges and car parking fees are payable

74.2. Accommodation

Overnight accommodation will charge stay is either:

The Work/Repair more than 1hr away form place where normally live/work or bad weather necessary because there is no transportation that will enable you to arrive on time, or the cost of travel is significantly cheaper by not travelling on the day.If an overnight stay is unavoidable, actual expenses for a hotel room, evening meal and breakfast

74.3. Food

We will only charge associated with an overnight stay in a hotel.

74.4. Taxes

Air Port fee or any Inland Revenue Fee/ **G**overnment fee payable

**75) Changes**

We aim to provide the Services for the relevant Service Period. However, we may have to modify, suspend, vary or discontinue the whole or any part of the Services (including, without limitation, any codes or access details or technical specifications associated with the services) and will endeavour to give you as much notice as is reasonably practicable if we need to do so. We may have to change the terms and conditions of the Agreement. Where this is necessary we will publish details of all changes on <http://www.macintoshelectronics.com/helpdesk> before they take effect. We will endeavour to let you know about any change referred to least one month before it happens. However, if we need to make changes, as soon as possible, for regulatory or legal reasons, we may be unable to meet that timescale. In those circumstances, we will let you know about any changes as soon as we can. If we have made a change to your significant disadvantage and you decide to terminate this Agreement early, you will not have to pay Charges in relation to the Services, for the remainder of the Minimum Cancellation Notice Period.

**76) Suspension and Termination**

You agree that we may suspend or terminate the Services and/or your Account and/or terminate the Agreement at any time, without prior notice or refund to you, and without affecting any of our accrued rights or claims, either:

76.1 where we reasonably believe that the Services are being used

76.2 for non-payment (when due) of the Charges or any other sum due from you under the Agreement or any other agreement with us;

76.3 for any other material breach of the Agreement by you;

76.4 where you have breached the Agreement in any other way on three or more occasions; or

76.5 where you are or you become Insolvent or suffer any distress or execution or other legal process to be levied or enforced or sued upon or against any part of your property, assets or revenue and which is not discharged or stayed within 7 days, or you cease or threaten to cease to carry on business. You also agree that where this Agreement or your Account is terminated for any reason the Services will automatically terminate.

76.6 where, at any time, an agreed method of payment is unavailable for collection under this agreement."

- 76.7 If your communications network does not conform to the standards set either our or any of our other customers' detriment we may, without prejudice to our other rights under suspend your access to the Services until you have given a suitable undertaking as to use.
- 76.8 You acknowledge and agree that our resources, used in providing the Services, are limited and that any reckless or wasteful use of the Services by you may affect those resources and the services provided to our other customers. You agree that we may suspend or terminate your access to the Services where we decide, acting reasonably, that you are using the Services in a reckless or wasteful manner.
- 76.9 You agree that, notwithstanding the provisions of Clauses 113.1 (but without affecting our other rights to terminate under this Agreement), we may terminate all or any of the Services at any time, on 45 days notice, and on repayment to you of a proportion of the Charges which reflects the period agreed for provision of the Service(s) which has yet to expire at the point of termination. Any refund that is due to you, will be made by us following the cancellation of the Service(s), and will be made direct to your bank account (notified to us for this purpose) by BACS transfer. Should you fail to provide suitable bank details to allow a refund to be made, you will lose the right to such refund.
- 76.10 Any suspension of the Services by us in accordance with this Agreement will not constitute a termination of the Agreement and we may require you to pay a reconnection fee to recommence the Services together with the relevant Charges.
- 76.11 You may terminate all or any of the Services, at any time after the Minimum Service Period, subject to the Minimum Cancellation Notice Period. Should you wish to terminate a Service Where you terminate within the Minimum Service Period you will be liable to pay the Charges due in respect of that Minimum Service Period.
- 76.12 We may terminate all or any of the Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without our incurring any liability.
- 76.13 Unless otherwise stated in the Specific Terms and Conditions, the Minimum Cancellation Notice Period is 45 days (to expire at any time on or after the Minimum Service Period)

### **77) Licence**

It is the Customer's/end user/Company's responsibility to obtain and keep in force any licence necessary set out by software manufacture/creator/owner, Al-Barq Macintosh Electronics Ltd can't be help repressible for any software loaded or ask to load on computers/Servers/Network

### **78) Personal Data**

You agree that both we and our employees may hold all names and other information in the Customer Application, in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers, to enable the provision and maintenance of the Equipment and/or Services. If you request an IP assignment of eight or more real IP addresses we may add your contact details to the Reseaux IP Europeans database. You acknowledge that we may, from time to time, be required under regulations and/or legislation to co-operate with and/or disclose data to, government or other bodies and/or authorities

### **79) Third Party Rights**

person who is not party has no right under theses (Rights Third Parties) enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **80) Matters Beyond The Reasonable Control Of Either Party**

If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees) or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform. In the event of: (a) a refusal or delay by a third party to supply any service to Al-Barq Macintosh Electronics Ltd and where there is no alternative service available at reasonable cost; or (b) the imposition of restrictions of a legal or regulatory nature which prevent Al-Barq Macintosh Electronics Ltd from supplying the Service then Al-Barq Macintosh Electronics Ltd will have no liability to the Customer for failure to supply the Service.

## **81) Use Of The Service**

The Service must not be used in any way that:

- 81.1. does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful;
- 81.2. does not comply with any instructions given or other third party other competent authority.

The Customer must indemnify third party against any claims or legal proceedings which are brought or threatened against third party by a third party because the Service is used in breach of paragraphs third party will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's repress Al-Barq Macintosh Electronics Ltd.

## **82) The Service must not be used**

- 82.1 to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
- 82.2 to cause annoyance, inconvenience or needless anxiety; or
- 82.3 to send or provide or receive unsolicited advertising or promotional material; or
- 82.4 other than in accordance with the Acceptable Use Policy, the acceptable use policies of any connected networks and the Internet standards; or
- 82.5 in a way that does not comply with any instructions provided by third party.

The Service is intended for the Customer's own use only. The Customer must not re-sell, transfer, assign or sub-licence the Service (or any part of it) to anyone else.  
Vouchers have no cash redemption value and are not for re-sale or publication.

If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service:

- 82.6 in any way which, in third party opinion, is, or is likely to be, detrim Al-Barq Macintosh Electronics Ltd to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from third party, third party can treat this as a material breach of the Contract and terminate this Contract forthwith.

The Customer acknowledges that third party has no control over the information transmitted via the Service and that third party does not examine the use to which customers put the Service or the nature of the information they are sending or receiving. third party excludes all liability of any kind in relation to such information and use.

## **Help Desk remote support tool.**

Using this tool we can quickly and easily access your computer in a safe and controlled way to make changes for you, help you configure software or provide tuition with you watching on, without requiring an onsite visit.

Follow the steps below to get up and running:

1. Download the Priority Help Desk remote support tool
    - a. Right click, select Save As...
    - b. Save the file somewhere handy, like your desktop
- Priority Help Desk remote support tool download
2. When the file has finished downloading, minimise this browser window
    - a. Click the "\_" icon in the top right of the screen
  3. Find the file on your desktop and double click it to run
  4. You'll now be seeing the start-up screen, ready to select the Priority Help Desk remote support server
  5. Phone us on 0161 796 5272 and we'll begin the session together

## ***What makes this so safe?***

1. The Priority Help Desk remote support tool only allows you to connect to us, and only when you choose.
2. Once we finish working together, it uninstalls itself on the spot so no-one else can use the tool as a way to access your computer.
3. At no stage can anyone log on to your computer – you can log on to Priority Help Desk remote support server, but you have to choose to connect to us.
4. You can end a session any time by exiting the remote support tool.
5. Once we finish a session, there is no way to restart it without you re-running the remote support tool.

## **Rates**

We don't conjure up elaborate packages and plans that have you paying to subsidise the time we spend with our other clients. Our rates are easy:

- Per one Hour Priority Support Block £35 This price covers all of our services, whether it's on the phone, on-site. This one easy, low rate allows you to access professional IT advice and expertise, tailored to your needs, and it won't break the bank! Priority Support Blocks are payable by invoice. Payment on account is possible by prior arrangement only. Special pre-paid and corporate rates apply. Contact us for more information

# How to Call a Tech Support Helpdesk

At one time or another, all of us have to deal with malfunctioning equipment or services, which means a call to the Helpdesk. For many of us, it can equate to a painful process involving long waits, frustrating attempts at using jargon we feel unfamiliar with, and solving the problem by trial-and-error. However, there are steps you can take before speaking to Helpdesk to simplify the procedure and make it painless for you.

## Steps

1. **Write down the error message (if one is shown).** Many errors are timed and will vanish before you have time to call through to the Helpdesk. It is important to know exactly what the error said because in most cases this will accurately pinpoint the cause of the problem. Calling it the "screen thingy that went out" is not very helpful...
2. **Include the exact Software application Version number when you call.** Many applications have sub-version numbers and those numbers matter to the help desk. This problem may have been resolved in version x.0.2
3. **Try to document the problem by printing the image on the screen, and let the helpdesk agent know you have the screen print.** (See related article.)
4. **Search for the error if you can.** If you have an internet connection, search the error in a search engine such as Google. You might get the solution to your problem.
5. **Shut down the computer.** Leave it off for a minute or so, then reboot the computer. Restarting is a simple action that solves a lot of random problems, and may save you the trouble of calling the Helpdesk to begin with.
6. **Find your account number.** It is on your bill. Most tech support operators have to maintain an average call length, so if they spend the first few minutes hunting for your customer records, the part of the call where you receive the actual help may be rushed.
7. **Find the number.** If you're not sure of the Helpdesk phone number, check the documentation the company gave you (you kept it, right?). Alternatively, you could contact the vendor you bought the hardware from to find the number.
8. **Check that you have the time.** Most Helpdesks have just enough staff to keep customers from going elsewhere, and not one person more. Always remember that it is not the operators' fault; they're working as hard as they can. If you can't be seated in front of your computer for ten or fifteen minutes of troubleshooting, it might be best to put off calling until you can. It's very rare for a helpdesk to solve a problem without your involvement.
9. **Calm Down.** The support staff is there to help you. It is very difficult to help when someone is irrational and angry. If you are upset, walk away and call once you have calmed down.
10. **Make the call.** The operator will ask you for the information gathered in the first few steps, and take you through the process of identifying the cause of the problem, and finding

## Tips

- When the call ends, ask for a ticket or reference number. This can be used in the future to refer back to case notes related to the problem, or to identify your account.
- Be polite. If you're a pleasant person to talk to, the operator is likely to spend longer on your issue instead of just going through the basics. And keep in mind that most Helpdesks record incoming calls - don't make threats or use abusive language, because there will be a record of it. Besides it's not the operator's fault if it's not working properly, they are trying to help you.
- If you want to make a complaint or a compliment, ask to speak to the operator's supervisor. You may be asked to hold, or provide a contact number where the supervisor can reach you once they're available. Many Helpdesks have a policy of not providing full names of staff for personal safety reasons, but the operator should be able to give you an employee number, a phone extension or a case reference for a complaint.
- Be aware that many helpdesk/technical support centers require basic troubleshooting steps before moving on to the more "advanced" troubleshooting steps. This is not because they think the problem is basic or that you "Don't know what you're doing". It's because many problems that seem difficult can be resolved by simple means. It's also because just because someone says they did something, it doesn't necessarily mean they did it, or that they did it properly, or in the correct order. The first rule in any troubleshooting scenario is "Assume nothing" and the second is "Start simple, then go up." Most basic troubleshooting measures take less than 5-10 minutes (at the longest) so just bear with the technician.
- Hit CTRL-C (for "copy") while the error dialog shows. That copies the displayed message into the clipboard, which you can then paste (CTRL-V) into a plain text file, or email to the support helpdesk.
- It is also helpful, when emailing tech support, to include a ScreenShot of the error. Sometimes, it is difficult to describe it, or the error code is unable to be copied. You should have a "PrtScn" button on your keyboard, press that, then paste into your "Paint" program, save and email

Al-Barq Macintosh Electronics Ltd. reserves the right to change its Service Terms and Condition anytime without prior notice.