

Website Terms and Conditions

Thank you for visiting our website.

Our Website Terms and Conditions (together with the documents referred to in it) explain the terms for using our website www.fibrus.com (“our website”), whether as a guest or a registered user. Please read these terms carefully before you start using our website.

By using our website, you agree that you accept these terms and that you will obey them. If you don't agree to them, you mustn't use our website.

In these Website Terms and Conditions, all references to “Fibrus”, “we”, “us” or “our” are references to Fibrus Ltd, and all references to “you” and “your” are references to anyone using our website.

ABOUT US

www.fibrus.com is a website operated by Fibrus

Fibrus is a full fibre internet service provider. We are a limited company registered in Northern Ireland under company number NI655901 and our registered office and main trading address is at Block A Boucher Business Studios, Glenmachan Place, Belfast, Co Antrim, Northern Ireland, BT12 6QH

Fibrus is regulated in the UK by Ofcom. Fibrus is a member of the UK Internet Service Providers Association (“ISPA”) and Ombudsman Service.

To contact us, please email: sales@Fibrus.com or telephone our customer service line on [NUMBER].

ACCESSING OUR WEBSITE

We allow you to use our website on a temporary basis. We can remove or change the service we provide on our website without notice (see below). We accept no responsibility for any loss, damage, or cost to anyone, if for any reason our website is unavailable at any time or for any period.

Sometimes, we may restrict access to some or all parts of our website. Such a restriction might apply to anyone (whether registered with us or not).

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and not reveal it to anyone else. We can, at any time, stop any user identification code or password from working, whether it was chosen by you or allocated by us, if we think you have not kept to any provision of these Website Terms and Conditions.

When using our website and our internet services, you must fully follow these Website Terms and Conditions and our [Acceptable Usage Policy](#). You are also responsible for making sure that anyone else who accesses our website through your internet connection is aware of these Website Terms and Conditions and our Acceptable Usage Policy and that they fully follow them. If you or they do not do this and we incur losses, damages, expenses, or costs (including any payable to third parties and legal costs) as a result, you must fully compensate us for these. This

is called an “indemnity” and makes you 100% responsible for the full amount of any claim we have against you.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Intellectual property rights include patents, trademarks, service marks, trade names, copyright (including, but not only, rights in computer software and in websites), rights in databases, rights in design and know-how. Our website and the material published on it are protected by copyright laws and treaties around the world. All such rights are reserved. Other than as set out below, you must not republish or redistribute the content or material on our website (including by framing or similar methods).

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others to material posted on our website. You must not change the paper or digital copies of any material you have printed off or downloaded in any way, and you mustn't use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must always acknowledge us (or any others who are identified as contributors of material on our website) as the authors of the material on our website. You must not use any part of the material on our website for business purposes without first getting a licence to do so from us or those who have granted us a licence.

If you print off, copy, or download any part of our website in a way that does not follow these Website Terms and Conditions, your right to use our website will end immediately. If we then tell you to return or destroy any copies you have made of the material, you must do this immediately.

If you believe that your intellectual property rights have been infringed either on the internet or through any of the internet services provided by us, you may contact us and request that the infringing material is removed or access to it blocked. We will fully investigate any complaints and, if we think (acting reasonably) there is an infringement, we will take action to sort things out. If you think your intellectual property rights are being infringed, please contact:

Dominic Kearns

Fibrus Ltd
Block A Boucher Business Studios
Glenmachan Place
Belfast
BT12 6QH

RELIANCE ON INFORMATION POSTED

You must not rely on commentary and other material posted on our website. They are not meant to be treated as advice. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date. We do not accept any responsibility at all for losses, damages, or costs to anyone who relies on such material or commentary.

OUR WEBSITE CHANGES REGULARLY

We aim to update our website regularly and may change the content at any time. If we need to, we may suspend access to our website, or close it. Although we have tried to make sure the

content is accurate, any content on our website may be incomplete, contain mistakes or be out of date at any given time. We do not have to update this content. You should check any information you get from our website before acting on it.

OUR LIABILITY

We do not guarantee or promise that the content or material on our website or things mentioned on it are accurate or available.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products and/or services to you, which will be set out in our terms and conditions of supply [INSERT AS LINK TO WEBSITE TERMS AND CONDITIONS OF SUPPLY].

If you are a business user neither we nor any company in our group (or any person connected with us or any group company) accepts responsibility (except to the extent a law requires otherwise) for any:

- conditions, warranties, and other terms which might be implied by law. (Sometimes the law suggests that certain conditions, warranties, or terms are treated as part of an agreement, even if they are not specifically put into that agreement – these are “terms implied by law”. We do not include any terms implied by law in our terms and this means you cannot make claims based on them.
- loss which is not a reasonably predictable result of our negligence or of our not following these Website Terms and Conditions.
- liability for any direct, indirect or consequential loss or damage incurred by any user of our services or in connection with the use, inability to use, or results of the use of (i) our services, (ii) any equipment we supplied to you under an agreement for provision of our services (“Equipment”) (iii) any equipment you acquired from a third party or (iv) our website, any websites linked to it and any materials posted on it. This includes any liability for:
 - loss of income or revenue
 - loss of business or opportunity
 - loss of profits or contracts
 - loss of savings you were expecting to make
 - loss or corruption of data, information, or software
 - loss of goodwill
 - the cost of getting substitute goods or services
 - wasted management or office time
 - and for any other loss or damage of any kind, however it happens, even if it is predictable.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice or for damage that was caused by you failing to correctly follow our instructions.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

You cannot treat anything on our website as an offer by Fibrus to provide any goods or services to you. You'll only have a contract with us, under which we'll provide you with our services, when (i) you've placed an order for them, (ii) you've accepted our standard terms for providing them and (iii) we've confirmed our acceptance of that order in writing. Our standard terms of service will apply to any contracts under which we provide you with any goods or our services ([Residential Customer Terms of Service](#) and [Business Customer Terms of Service](#)).

TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE

If you enter into any kind of contract or arrangement with any advertiser on our website or by following a link from our website to another website, that contract or arrangement (and its terms and conditions) will be between you and the advertiser or the provider of the other website and we accept no responsibility in relation to it.

UPLOADING MATERIAL TO OUR WEBSITE

If you use a feature that lets you upload material to or post material on our website, or make contact with other users of our website, you must promise us that the content or material complies with the "Content Standards" set out in our [Acceptable Usage Policy](#). If you do not do this, and we incur losses, damages, or costs as a result, you must fully compensate us for these. This is called an "indemnity" and makes you 100% responsible for the full amount of any claim we have against you. If we think that any material you have uploaded to or posted on our website does not meet the Content Standards, we may remove it and block you from our website, without giving you any notice.

We will not treat any material you upload to our website as confidential and any material which you do upload shall be considered non-proprietary. This means you retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, copy, send, amend, and show it to others for any purpose. We can also reveal your identity to any person who claims that any material posted or uploaded by you to our website infringes their intellectual property rights (as described in the section "Intellectual Property Rights" above) or their right to privacy.

We accept no responsibility or liability to any other person, for the content or accuracy of any material posted by you or any other user of our website.

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

VIRUSES, HACKING AND OTHER OFFENCES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not try to access (i) our website, in a way that we do not usually allow, (ii) the server on which our website is stored, or (iii) any server, computer or database connected to our website. You must not attack our website with a denial-of-service attack or a distributed denial-of service attack.

If you break the above condition, you are committing a crime under the Computer Misuse Act 1990. If this happens, we will report it to the relevant law enforcement authorities and tell them your identity. You will also lose your right to use our website immediately.

We accept no responsibility for any loss or damage caused by a denial of service or distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other material belonging to you, from your (i) using our website or (ii) downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR WEBSITE

You may link to our home page if it is legal and appropriate in the circumstances and does not damage our reputation or take advantage of it. You must not create a link that makes it look like you are connected to us, or that we are giving you our approval or support if this is not actually the case.

You must not create a link from any website that is not owned by you.

Our website must not be framed on any other website and you must not create a link to any part of our website other than the home page. We can take away any linking permission, without notice. The website from which you are linking must fully meet the "Content Standards" set out in our [Acceptable Usage Policy](#).

If you would like to use material on our website in any way other than that set out above, please send your request to sales@Fibrus.com.

LINKS FROM OUR WEBSITE

Where our website has links to other websites and/or goods or services provided by others, these links are for your information only. We have no control over the contents of those websites, those goods or services, or their availability. We do not accept any responsibility for them or for any loss or damage that may result from your using or inability to access them. Fibrus does not recommend or give its approval to (i) those goods or services or (ii) those websites, their contents or any goods, services, advertising, or other material these websites contain.

JURISDICTION AND APPLICABLE LAW

If you are a consumer, please note that these Website Terms and Conditions, their subject matter, and their formation, are governed by Northern Irish law. You and we both agree that if a dispute arises that we cannot settle between us, despite following our Complaints Code of Practice, the courts of Northern Ireland will have exclusive jurisdiction except that if you are a resident of England and Wales you may also bring proceedings in England and Wales, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business these Website Terms and Conditions their subject matter and their formation are governed by Northern Irish law. If a dispute arises that we cannot settle between us, despite following our Complaints Code of Practice, it will be decided in the Northern Irish courts.

Our website is designed for use in the United Kingdom and you must not use our website or services in countries where the local law restricts or does not allow this.

TRADEMARKS

“Fibrus” is a registered trademark of Fibrus Ltd.

All brand names, product names and/or service names used in our website are trademarks, trade names, service marks or copyrights of their respective owners. If you use any brand name, product name and/or service name without first getting its owner to agree to this in writing, you may be infringing that owner’s rights. Fibrus does not give you permission to use any brand name, product name or service name.

CHANGES

We may update or change these Website Terms and Conditions at any time. Every time you wish to use our website you should check these terms to ensure you understand the terms that apply at that time, as they are legally binding on you, if you use our website. Sometimes a notice or other provision on another part our website might replace part of these Website Terms and Conditions.

These terms were most recently updated on [DATE].

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOUR CONCERNS

If you have any concerns about material which appears on our website, please contact sales@Fibrus.com.

If you wish to make a complaint about our website or our services, please see our [Complaints Code of Practice](#) for details of how to do so.

DATE

This Policy is effective from 1st of May 2020