

## AppleOnline Terms and conditions

By using any of AppleOnline services, you are deemed to accept the following terms and conditions:

### Definitions:

The Company: AppleOnline.net, AppleOnline.com, and Apple Net Ltd.

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Services: AppleOnline Internet services, email services, dial up services, AppleOnline Website pages

You: You the customer, subscriber, and user

AppleOnline Services: Dial up account / Free Internet Access

To register as a user of AppleOnline, you must provide your true: name, address, telephone number (user details) and you agree:

A:\ not to use a false name.

B:\ not to impersonate any other person or entity.

For accessing AppleOnline dial up services, we will assign you a User Name and Password. You are not entitled to pass your user name and password to others. Any connection or activity made using your User Name and Password will be under your responsibility.

You will take all measures to safeguard your User Name and Password and will notify us of any unauthorized use if you become aware it.

Your personal details will be kept in our database with compliance with the Data Protection Act 1984.

AppleOnline reserves the right to pass your details and help the police or any other government regulatory bodies investigating your activities whilst using AppleOnline services or network facilities.

AppleOnline reserves the right to delete or suspend your account at any time without prior notice.

AppleOnline Services: Free Webspace (up to 25MB):

1. The Webspace is provided for personal or light commercial use only.
2. You are not allowed to sell or rent the Webspace to third parties.
3. The Website should not attract more than 1200 hits per day (daily hit rate).

4. You are not allowed to publish defamatory, obscene, pornographic, unlawful or illegal material on your website.

5. AppleOnline will not keep back up of your pages or data within the Webpace. AppleOnline accepts no responsibility for loss of such data or information in any form.

6. No executable files or scripts will be allowed to run on these sites except the ones provided by AppleOnline.

7. If your account is closed, or suspended, then access to your Webpace and the information stored within it may also be suspended or deleted.

8. You are expected and responsible for:

The content of the Website

The legality to use and publish any material within your Website,

Obtaining permission for using any material protected by copyright laws.

Ensuring the content does not violate the British law.

Ensuring the content does not contain material of defamatory, obscene, or offensive nature, seen to be liable to offend other parties.

Termination of accounts:

AppleOnline reserves the right to:

Delete or suspend any account / Webpace without prior notice.

Change the hosting server or move Webpace accounts to other servers

Change the daily hit rate without prior notice

1. AppleOnline will not be held responsible for any loss, however occasioned, as a result of the suspension, removal or unavailability of a customer's Webpace or material stored within it.

2. Any decision made by AppleOnline in relation to this service shall be final.

Your limitations and liabilities:

1. As a user of AppleOnline, you are NOT ENTITLED to:

Use AppleOnline services for hacking, or obtaining unauthorized access to other networks, or distributing viruses, or malicious scripts or worms.

Use AppleOnline services for publicity, promotion, or advertising.

Email other AppleOnline subscribers unsolicited material, or junk mail.

Email or download or upload material that might be offensive, defamatory, or contain obscene, unlawful or illegal material in accordance with the British law.

Email large unsolicited emails with the purpose of causing discomfort to others.

Violate any copyright, confidentiality or intellectual property of any person or company.

Copy, reproduce, transmit, or distribute of any material included in AppleOnline services which is rendered to be covered by copyright, trademark or any other intellectual property rights, without the express authorization obtained from the author or owner of such rights.

2. You agree that you will exclude AppleOnline from any liable claim brought up by a third party against you arising from your usage of AppleOnline services or network facilities.

You further agree that you will solely be responsible for any costs that might incur as a result of such claims and you will compensate AppleOnline for any costs or expenses arising from such claim.

3. You agree to exclude all liabilities for any information published, accessed, transmitted or received via AppleOnline services or networks. AppleOnline does not examine the contents of such information.

4. You agree that AppleOnline shall not be liable in any way, for any loss/damage whatsoever arising from or in any way connected with AppleOnline services. Including, without limitation, damage/loss of business, loss of profits, business interruption, loss of business information, or any other financial loss (even where we have been advised of the possibility of such loss or damage).

AppleOnline reserves the right to:

1. Close an account if it is not used for three months or more
2. Close any account at any time with out prior notice.
3. Change or suspend temporarily or permanently part or all of the services offered without prior notice.
4. Change or amend this terms and conditions, a copy will always be available on [www.appleonline.net](http://www.appleonline.net) Website. If you continue to use the AppleOnline services after the changes made, then you are deemed to accept the new terms and conditions.

AppleOnline provides all the services "as is" and "as available" basis. The services could be interrupted, suspended, delayed or contain errors, or may have compatibility problems with certain systems, or might not meet your requirements.

AppleOnline Services:

Link List/Technical Support/Classified/Shopping/Advertising:

AppleOnline provides external email or website links and technical support on [www.appleonline.net](http://www.appleonline.net). These links are provided to help you obtain information, help and assistance on Mac related subjects, topics, AppleOnline is not part of any of these sites, gives no warranty to the availability, accuracy or truthfulness of any information obtained form these sites. Any transaction entered into through the Classified/Shopping or Advertising sites with sites for the purchase of goods or services, is a contract between you and the third party who will be responsible for delivery, warranty, representation associated with the transaction. AppleOnline is not part of such contract and will not provide help, assistance or technical support on such purchases.

General:

1. If any part of this terms and conditions is implied to be unenforceable, or void, shall not be deemed to be a waiver of any other rights and will not nullify the other sections or clauses of this terms and conditions
2. This agreement is the only agreement between AppleOnline and you, it is governed by these terms and conditions. It replaces any other terms and conditions, or representations previously given or made.

3. Any typographical, clerical or other error or omission in this document or in any other document, information, or literature issued by AppleOnline, shall be subject to correction without any liability on the part of AppleOnline.

4. You agree to indemnify AppleOnline directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of AppleOnline services.

5. This contact and these terms and conditions is governed by the English law and any court action will be under the exclusive jurisdiction of the English courts.