

# Terms and conditions

These terms and conditions of service set out the terms and conditions between the customer and the company:

ATLANTIS ADVICE BUREAU

1A Line Wall Road

Gibraltar

The service, services or product means the electronic transmission of information over the protocol IP, and any other form of information transfer through the ATLANTIS servers and lines of telecommunication.

All terms and conditions apply to the sale of internet services, IP streaming from one location to another location, electronic transfer of information, and work involved in the production of such and any other services and products supplied to and purchased by the customer from ATLANTIS.

No terms, conditions or reservations stipulated by the customer and no course of dealing shall annul, vary or add to any of these conditions except if expressly consented to and agreed to in writing by ATLANTIS.

## **SERVICE**

1. ATLANTIS accepts the customer's acknowledgement of these terms and conditions, breach of any of which may result in termination and or suspension of the customer's right to use the service.
2. All services supplied must be paid for in full prior to the provision of any service unless agreed in writing with ATLANTIS. The price being quoted, as the list price of ATLANTIS agreed on at the time of contract or order with the customer.

3. All prices quoted verbally or in writing (prices being the ATLANTIS list price at exchange of contracts) for provision of service are including VAT at the standard and are subject to change without notice.
4. Alterations to the standard price of service supplied will only be accepted by MODERN VISION SA, when given in writing on a ATLANTIS authorized order form signed by an agent or employee of ATLANTIS.
5. An order is completed when Terms & Conditions are accepted by the customer and payment has been processed 100% successful. The subscription may be cancelled by the customer within 30 working days of agreeing to Terms & Conditions; on the terms that the customer will indemnify ATLANTIS in full against any loss, costs (including the cost of goods ordered for the customer by ATLANTIS on behalf of the customer for the supply of service ordered), damages, charges and expenses incurred by ATLANTIS as a result of cancellation.
6. The customer shall pay the price for services. For monthly contracts, regular payments are due a month in advance and shall be paid by the customer via credit card by the due date as specified on ATLANTIS's pricing structure. Payment shall only be deemed received by ATLANTIS upon receipt of cleared funds. ATLANTIS reserves the right to suspend the service, services or delivery of product until such time as full payment has been made. Non-payment of an overdue account may result in the suspension of all services and credit facilities indefinitely.

## **Service Level Agreement**

Where the Service originates from ATLANTIS and is delivered to the customer; the Service will be available for not less than 85.00% of each calendar month. Availability will be calculated and reported in accordance with the rules set out below.

If in any calendar month ATLANTIS does not meet this standard of availability, we will compensate the customer. The amount of compensation will be determined in accordance with the rules set out below. ATLANTIS will provide this compensation by making further services or discounts available to you up to the amount of compensation at the applicable rate. This compensation will be the limit of our liability for the non-availability of the Service.

## **Planned outages**

All work for the purpose of maintenance or support 'planned outages' will take place outside business hours. Planned outages will be notified to you wherever possible on 5 days prior notice unless otherwise agreed. ATLANTIS shall wherever possible ensure that there are no more than 2 planned outages each month.

Availability is calculated at the end of each month in accordance with the following formula:  $A = T - D$

Where: "A": means the Availability of the Service (expressed as a percentage). "D": means Downtime in the respective month - (expressed in minutes). "T": means the Total Number of Service Minutes in the respective month.

## **USE OF SERVICE**

ATLANTIS's 'Use of Service' is intended to help protect the ATLANTIS network, ATLANTIS's customers and the internet community in general from irresponsible or, in some cases, illegal activities.

1. The customer accepts sole liability for any material including but not restricted to, data, graphic, photographic, and video supplied to ATLANTIS, which is subject to copyright or is judged to be of an unlawful nature or is judged to be in violation of international law or regulation.
2. The customer acknowledges that the service may only be used for lawful purposes. Any information including but not restricted to, graphic, image, photograph, text in violation of any law or regulation including but not restricted to material which is obscene, indecent, judged to be unlawful abroad, threatening, damaging (to include transfer of computer virus), copyright, trade secret, is prohibited whether or not the customer was aware of the content, material and or the laws pertaining to the material.
3. The purpose of the services provided to the customer by ATLANTIS are only for IP streaming transmission.
4. ATLANTIS reserves the right to limit the transfer of data if necessary for any reason. The customer acknowledges their obligation to inform MODERN VISION SA of the exact nature of files, streaming by size, type, content and understand that a surcharge may be levied for the additional bandwidth required to accommodate the traffic. The customer has the right under these conditions to terminate the service contract and an appropriate refund will be made which will be a percentage of the initial invoice minus admin charges.
5. The customer acknowledges that they shall be solely responsible for any violation of International law with regard to the remote loading of information of any kind onto ATLANTIS servers/computers or IP network, to view or download, or by a third party. ATLANTIS will retain the right to suspend and or terminate any remote service which they deem to be in breach of the International law or is of a nature which may be damaging, threatening or judged to include but not restricted to material which is obscene, indecent, libelous, subject to copyright whether or not the customer was aware of the content or the laws or regulations Internationally.

6. The customer acknowledges sole liability with regard to any claim by third parties alleging any infringement of rights of any kind due to transmission of any information to view by the customer and shall include any infringement of rights International law and or regulation and as such agree to pay to MODERN VISION SA any costs incurred in the defense of any action brought against them by a third party arising from such claims.
7. Knowledge of the Internet - The Customer agrees to obtain a basic knowledge of the Internet and its operating principles and procedures.
8. Improper Uses - The Customer will avoid violation of certain generally accepted guidelines on Internet usage such as restrictions on mass mailings, mass advertisements, pirating or copying of software, mail bombing, deliberate transmission of computer viruses or other methods of attempting to deny service or access to other users, and attempts to violate security.
9. Security - The Customer is required to protect the security of its Internet account and usage. The Customer's security policies and procedures, their implementation and their connection to the Internet are the Customer's responsibility. The Customer will treat its password as private and confidential and will not disclose or share it with any third parties. Any packet filtering services provided by ATLANTIS provide a base level of protection and cannot be considered to render comprehensive security of any kind. The customer is responsible for securing its own enterprise network via its own security policies and procedures.

## **GENERAL**

Breaching of these terms and conditions in any form will allow the Directors of ATLANTIS to terminate the contract between you the customer and the company trading as ATLANTIS, monies outstanding or owed to either parties will be decided by the Directors of ATLANTIS and their decision in such matters will be full and final.

Use of ATLANTIS IP streaming services constitutes acceptance of these terms and conditions.

## **CANCELATION OF SERVICE**

Cancellation of services and contracts must be given in writing, by e-mail or by phone 1 day before service is due for renewal. If cancellation is not received in writing within 1 day of renewal then the customer will be liable for the full renewal fee which is 1 month equals to € 35.

## **Refund Policy**

## **Refunds may be granted up to 30 days from purchase**

All ATLANTIS vendors (product and service providers) are required to provide full, unconditional refunds to Customers up to 30 days from the day of purchase. Customers may be asked to provide a valid reason for claiming a refund.

ATLANTIS provides a transparent online resolution procedure for settling disputes and may direct refund requests through that channel so that product and service providers may make alternative suggestions for resolving such requests.

## **Between 31 – 60 days after date of purchase**

After the first 30 days have elapsed, a refund request will normally not be accepted unless there are convincing reasons justifying a refund.

During this period, ATLANTIS will usually require a Customer to provide a satisfactory explanation as to why a refund is merited and why the request was not made earlier. ATLANTIS will refer the request to the product or service provider before determining whether or not a refund should be granted.

A product or service provider may decide to give a refund during this period.

ATLANTIS may still consider the validity of refund claims up to a period of 60 days from the date of purchase and may issue a refund at its absolute discretion.

## **After 60 days purchase is deemed to be final**

After a period of more than 60 days since the date of purchase, the transaction will be regarded as final. ATLANTIS will normally decline to grant a refund, except in special circumstances. It will however pass any dispute or request information on to the relevant product or service provider who may still decide to grant a refund or partial refund.

## **Subscriptions and recurring charges**

Ongoing subscriptions and recurring charges may be cancelled at any time. The cancellation will take place as from the next period of billing. A cancellation will only cancel future billings.

The above time periods relating to refunds will also apply in respect to each subscription or recurring charge payment. **Overriding terms**

For products and services sold through ATLANTIS, this refund policy will normally override any statements to the contrary contained on a product or service provider's web site or terms and conditions of sale.

A refund can only be credited to the original account from which payment was made. If such account is closed, then no refund can be granted.

ATLANTIS may take steps to restrict customers that make repeated purchases and requests for refunds from making further purchases through ATLANTIS.

## **Dispute resolution procedures**

The ATLANTIS dispute system is designed to help both vendors and customers resolve disputes in a polite and amicable manner. Failure or delay in dealing with dispute processes may result in the matter being decided by ATLANTIS.

## **Other reasons for cancellation**

ATLANTIS reserves the right to cancel a transaction in order to comply with credit card industry regulations, payment processor and banking rules, or the need to comply with legal requirements, intellectual property rights, court orders and law enforcement agencies.

Refunds may also take place as a result of a processing error, technical problem, chargeback, threat of chargeback or any fraudulent transaction or situation which ATLANTIS reasonably considers to be potentially fraudulent, unlawful, or in breach of ATLANTIS prohibited items & DCMA policy or privacy policy.

## **Delivery Policy**

Our services will be delivered instantly after payment has been received.

Your local distributor will be able to activate your service before payment is registered.

This can happen on a 5 day grace period, or a 7 day trial period for new clients only.

# Privacy Policy

This policy covers how we use your personal information. We take your privacy seriously and will take all measures to protect your personal information. Any personal information received will only be used to fill your order. We will not sell or redistribute your information to third parties.

ATLANTIS are the only one using the information being released to us through this webpage.

We will not sell or rent out this information to third parties.

The information will only be used to fulfill your requests, shipping orders, and delivery of service.

Unless you don't ask us not to, we will contact you through this information, and inform you on our products, services and changes of this terms and conditions.

You can opt-out of any future contact from us at any time, by contacting us via e-mail or telephone. Through our user interface, you can edit or delete any data we save on you.

If you have any concerns in this matter, you can always contact us. Contact us on [service@unistream.tv](mailto:service@unistream.tv) or +(34) 917 714 049

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## Agreement to these terms

Use of the ATLANTIS platform to purchase or sell items requires your agreement to our Refund Policy. This policy may be updated from time to time, so you should check back regularly.