

UK Online Product Terms and Conditions

The paragraphs below set out our terms and conditions for UK Online Internet Services (including the Opensurf and the Pay as you Surf Services) and the UK Online Broadband Service and the UK Online Mail Service and shall include any upgrades of any of these Services (subject to availability), each referred to below as "the Service". UK Online Limited is a company registered in England & Wales (Company Number 02968652) registered office at 44-46 Whitfield Street, London W1T 2RJ.

The Service consists of all features mentioned on the UK Online website at www.ukonline.net and/or www.ukonline.co.uk and any further features which we may introduce from time to time.

These terms and conditions should be read in conjunction with our fair usage policy as published at www.ukonline.net/fup as updated from time to time, and our acceptable use policy as published at www.ukonline.net/aup as updated from time to time (together the "Agreement"). Your use of the Service will be governed by the terms of the Agreement and we expect you to read through the terms carefully.

You are entitled to cancel the Service within ten days of signing up to receive the Service (including weekends). This is a cooling-off period. If you wish to cancel the Service within the cooling-off period you may do so by calling our Customer Services team www.ukonline.net/contact. If you decide to cancel within the 10-day cooling-off period a full refund of all charges paid will be made.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR RIGHTS UNDER LAW. IF YOU REQUIRE ANY ADVICE OR ASSISTANCE WE WOULD SUGGEST YOU CONTACT YOUR LOCAL BRANCH OF THE CITIZENS' ADVICE BUREAU WHO SHOULD BE ABLE TO HELP.

Definitions

"AUP" means our acceptable use policy as published at www.ukonline.net/aup as updated from time to time;

"Broadband Services Hardware" means the router or Broadband modem we supply as part of the Service;

"CLI" means telephone calling line identification;

"Dial Services" means our Opensurf and Pay as you Surf Services;

"FUP" means our fair usage policy as published at www.ukonline.net/fup as updated from time to time;

"Technical Support Team" means our support team whose details can be found at www.ukonline.net/contact;

"we" or "us" means UK Online Limited;

"Website" means www.ukonline.net and/or www.ukonline.co.uk.

1. Registration and Information supplied

- 1.1. When registering for the Service you agree to supply accurate, true and up to date information. You must notify our Customer Services team www.ukonline.net/contact immediately via letter of any changes to this information.
- 1.2 We may use your registration information - or other personal information submitted by you at another time - in accordance with any purposes for which your consent is or has been given as part of the process during which you submit that information. If you gained access to the Service via a CD-ROM supplied by a third party, we reserve the right to make any of your details available to that party without prior consent. Your details may be passed on and stored by our group companies and companies that we have contracted with to provide the Services including BT and, in relation to the Broadband Service, the company we use to supply the Broadband Services Hardware (if any) but such disclosure shall be solely for the purpose of providing those Services to you.
- 1.3 We will not disclose your personal information to any third party without your consent other than (i) as set out above, (ii) as required by law or any competent authority, (iii) as permitted by the Data Protection Act 1998 or (iv) as set out in our privacy policy www.ukonline.net/privacy.
- 1.4 We reserve the right to terminate the Service if any of the information supplied by you is inaccurate, untrue or out-of-date.

2. Access to the Service

- 2.1 You will be required to select a username and password during the registration process to enable you to use the Service. You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under the username or password. You will not pass your username or password or any other code or password that is used to access the Service to any other person. You agree to immediately notify us of any unauthorised use of your username or password or any other breach of security of which you become aware. You will be liable for all direct losses, damage, costs or expenses, howsoever incurred or suffered by us due to the loss or disclosure of your username or password, or any other code or password that is used to access to the Service, to a third party until you inform us of such a loss or disclosure.
- 2.2 You acknowledge that the Services are accessed, where applicable, via the Internet or via a fixed line or mobile phone. You are responsible for the provision of, and payment for, a suitable PC and router or broadband modem (one can be purchased from us for use with our Broadband Service) and for the fixed line and/or mobile phone services (including any call charges) necessary for connection to the Service. This Service does not include the provision of any phone services necessary for connection to the Internet or use of the Service and you are required to obtain these from your local telecommunications operator.
- 2.3 The Opensurf and Broadband Services are only available on a BT residential line. The Opensurf and Broadband Services are not available on or in conjunction with an ISDN service and in some instances may affect

the performance of equipment attached to your telephone line – such as fax machines. If you terminate your account with BT or such other account is otherwise terminated for any reason (other than as a result of our default), change the services on your telephone line such that it is not possible to provide the Services normally, or use conflicting equipment we will not be liable for any resultant failures in the Service and you may be required to pay us additional charges representing any costs incurred by us and lost sums (subject to such sums being fair and reasonable).

- 2.4 We will endeavour to provide the Service within the timescales communicated to you.
- 2.5 You acknowledge that there may be physical speed restrictions on the Broadband Service depending on factors such as your geographical area and that we shall have no liability in the event that the Broadband Service is diminished or otherwise affected by such speed restriction.
- 2.6 We reserve the right to deny access to all or any part of the Dial Service if the CLI is withheld or unavailable from the telephone line that you use to access the Service. To access the Opensurf Service you must make your CLI available.
- 2.7 When you sign-up for the Broadband Service and you order the Broadband Services Hardware we will send the Broadband Services Hardware to the address which you nominate. You agree to inspect the Broadband Services Hardware and to notify us of any damage or faulty or missing items within 5 days of delivery to you.
- 2.8 Where you have ordered the Broadband Services Hardware, if you fail to take delivery of any Broadband Services Hardware and/or provide incorrect delivery details such that we are unable to deliver it, we may store the Broadband Service Hardware.
- 2.9 Where you have ordered the Broadband Services Hardware, and where the Broadband Services Hardware is subject to a manufacturer's guarantee the documentation governing this will be provided with the Broadband Services Hardware. You should be aware that any such warranty tends to be limited. You are responsible for returning any registration cards required to activate any manufacturer's warranty in respect of the Broadband Services Hardware or other equipment.
- 2.10 Where you have ordered the Broadband Services Hardware, if the Broadband Services Hardware or other equipment which we deliver to you has or develops a defect or fault, you should notify us by contacting our Technical Support Team. If our Technical Support Team confirm that the Broadband Services Hardware is faulty and if the fault is covered by the warranty (which generally will cover defects and manufacturing faults only), we will provide you with replacement Broadband Services Hardware or other replacement equipment. You should return the faulty Broadband Services Hardware or other equipment to us as directed by our Technical Support Team. You acknowledge that where the warranty doesn't apply the fixing of a fault may incur extra charges (subject to such sums being fair and reasonable).
- 2.11 Where you have ordered the Broadband Services Hardware, before you install the software supplied with the Broadband Services Hardware (if

any) or other equipment and before you connect the Broadband Services Hardware or other equipment to your PC, you should back-up or save any data on your PC, and ensure that you have adequate anti-virus and security measures on your PC. BT requests that we inform you that activation of the Broadband Service may cause a temporary loss of service on your BT telephone line.

2.12 You agree that you will follow the instructions provided concerning installation of the Broadband Services Hardware or other equipment. In order to provide the Broadband Service we will then need to do the following:

2.12.1 Perform a test of your telephone line and check that you live in an area where we are able to provide the Service. We will carry out these tests before issuing you any Broadband Services Hardware and we will not be obliged to provide you with Service if you live in an area where we are unable to provide the Service;

2.12.2 Once we have delivered the Broadband Services Hardware to you, confirm that you have successfully installed it; and

2.12.3 Activate the Broadband Service.

2.13 We will liaise with you in relation to the conditions set out in paragraph 2.12 above, but if we are unable to provide the Service because we believe these conditions cannot be met, we will notify you as soon as possible and we will refund any payments which you have made. In some cases, technical limitations may not become apparent until the Service has been installed and working for some time. Where this prevents us from providing the Service to you, you will be entitled to terminate this Agreement and will not be liable for the charges for any remainder of the 12 month minimum term referred to in clause 9.2. You acknowledge that these technical limitations are outside our control and in these circumstances we will therefore not be liable to you beyond your right of cancellation. If this Agreement is terminated by you in accordance with the provisions of this clause you will be entitled to either keep the Broadband Service Hardware you have paid for or return it to us. We will only refund any payment you have previously made in respect of the Broadband Service Hardware where you return it to us (complete with all parts and in working order) within 30 days of termination of this Agreement.

2.14 If you are using the Opensurf Service offered by us then your online sessions will be limited to a maximum idle time of 15 minutes and a maximum of 2 hours each session. You should be aware of this when seeking to download files as your connection will be automatically disconnected after 2 hours. Your use will also be limited to a maximum of 16 hours each day.

2.15 We reserve the right to suspend or restrict or terminate your use of the Service upon giving you prior notice if we consider it excessive for a single connection to protect the quality and speed of the Service and our network for all users. What we consider excessive will be determined in accordance with our FUP. You also agree and acknowledge that we have the right to manage traffic and the network for the protection of all our customers and in order to ensure the best overall service.

- 2.16 We may from time to time notify you that you need to download updates or change your settings according to our instructions. It is your responsibility to ensure that you comply with these instructions. If you do not do this and, in relation to the Dial Service, you incur further call charges we will not be liable for these charges.
- 2.17 You acknowledge and agree that we run port-blocking on all of our Broadband Services in order to maintain quality of service for all of our customers. We currently block ports 25, 80, 8080 and 3128.

3. Web Space

- 3.1 You are provided with 2MB of web space with a maximum of 0.5 Gigabytes of data transfer to and from your webspace each month. You may request additional web space, up to 100MB in total, by submitting a written request to our Technical Support Team.
- 3.2 We are not responsible for the content of your web site nor can we offer technical support or advice relating to its publication, manipulation, generation or management other than as available on the 'Support' pages contained on the Website. <http://support.ukonline.net/>
- 3.3 It is your responsibility to ensure you retain a full and current copy of all your data for the purpose of reloading your web space in the unlikely event of unrecoverable loss of data. We take no responsibility or liability for any loss of data (save where such loss of data was due to our default).
- 3.4 You agree to comply with our AUP and our FUP in respect of the use of your webspace.
- 3.5 You may only upload data to your webspace whilst using the Service. You will not be able to upload data to your webspace using any other connection to the Internet. Your webspace must not be used for commercial purposes.

4. Email Service

- 4.1 Depending on the type of Service you receive from us, you will be entitled to the following number of mailboxes per account:
- Mail – 1 POP3 mailbox
 - Pay-as-you-Surf – 1 POP3 mailbox
 - Opensurf – up to 10 POP3 mailboxes
 - Broadband – up to 10 POP3 mailboxes
- 4.2 You are responsible for checking your mail regularly and storing on your computer or storage device any emails you wish to keep.
- 4.3 The size of each mailbox is restricted to 200MB or 1300 messages, whichever limit you reach first. When a mailbox is approaching this capacity, you will receive an e-mail that indicates that you are approaching your mailbox limit. If your mailbox reaches this limit or exceeds this limit any new mail sent to your mailbox will be rejected until you have reduced the size of your mailbox. Such rejected mail will be returned to the sender and will not be received by you.

- 4.4 If you cancel your UK Online account, we will delete all messages in your mailbox sixty (60) calendar days after you cancel your account and you will not be able to use your UK Online mailbox.
- 4.5 If you are using the Dial Service and your mailbox has not been accessed for sixty (60) calendar days, we will take this to be a cancelled account and all mail will be deleted upon notice by us to you and no further incoming mail will be received.
- 4.6 If you use the UK Online SpamFilter, you agree that it is impossible for us to ensure that this is totally effective and we cannot be liable for any failures of the SpamFilter (other than where such failure was due to our default). Even if you use the SpamFilter, you may therefore receive SPAM mail into your account. The SpamFilter may also delete mail which you may not consider to be SPAM. You should therefore view your SpamFilter to check whether there are any emails which you want to retain.
- 4.7 All mail designated as SPAM will be deleted from your SPAM folder when the SPAM mail is seven (7) calendar days old.
- 4.8 SpamFilter may fail, in which case all mail will reach your mailbox unfiltered.

5. Software

- 5.1 You agree to comply with the terms of any end user license agreement and any other agreements reasonably required by the owners of any intellectual property rights in any software provided to you by us.
- 5.2. No warranties are provided by us in respect of the software. You acknowledge that your sole warranties in respect of the software are those contained in any end user license agreement (if any).
- 5.3 You acknowledge that it will be your responsibility to obtain any upgrades to any software supplied by us.

6. Your Obligations

- 6.1 In relation to your use of the Service you agree:
 - 6.1.1 To use the Service only in compliance with our AUP and FUP;
 - 6.1.2 Not to use the Service in any manner which is fraudulent or unlawful or has any fraudulent or unlawful effect;
 - 6.1.3 To comply with any instructions which we or BT give you; and
 - 6.1.4 Not to store more than 200MB of email or 1300 messages on your UK Online Mail account, to send attachments larger than 10Mb in size or otherwise to make excessive use of the Service as described in paragraph 2.13.
- 6.2 You agree to comply with the AUP and FUP in all respects. Failure to observe the AUP and/or FUP at any time may result in the immediate

suspension of the Service without notice and the loss of any email, web content or related data or information stored at, or transiting, the Service.

- 6.3 You acknowledge that the Service is for personal use only and you agree not to use the Service for commercial or business use. The Service is only available to residential customers for residential use and access to the Service is not to be shared other than with members of your household whether in return for payment, for free or otherwise.
- 6.4 You will be responsible for any Broadband Services Hardware from the time this is delivered to you. You will use the Broadband Services Hardware only in compliance with instructions given to you by us or by the manufacturer of the Broadband Services Hardware.
- 6.5 You agree to pay the charges for the Services as stated to you at the date that you sign up to receive our Services, and in accordance with these Terms and Conditions. The charges must be paid either by debit or credit card or via direct debit on a monthly basis. The charges shall be automatically deducted from your card and/or deducted from your bank account (as the case may be). We may charge daily interest on late payments at a rate equal to 1% per annum above the base-lending rate of Barclays Bank Plc. You agree that we may vary the charges only where the Service is upgraded at your request as set out on the Website and you will pay the charges as varied upon any upgrade for the remainder of the term of your Agreement with us.

7. The Service Generally

- 7.1 You acknowledge that we have no control over any content available via use of the Services and that it is not verified by us. It may therefore be incomplete, out of date or inaccurate and is provided on an "as-is" basis. We also cannot guarantee the accuracy of information on or obtained through the Website or on or through any site linked to the Website. We may use transparent proxy servers to cache websites. We will do this in accordance with good industry practice, but you acknowledge that information on websites which you view may have been updated. You should verify the accuracy of such information before you rely on it and accept that we will not be liable for any action you take in reliance on such information.
- 7.2 You acknowledge that there may be technical limitations which inhibit the activation or provision of the Services. Additionally, the contention rates applied on both the BT and on our network may reduce the speed of the Broadband Service or result in its being unavailable. Activation of the Broadband Service may result in your telephone line being temporarily unavailable. You also acknowledge that our ability to provide certain Services is dependent on BT and its provision of certain parts of the Broadband Service.
- 7.3 We reserve the right to modify or temporarily suspend the Service or any part of it upon notice to you for the maintenance or technical repair or enhancement of the Service. We will use our reasonable endeavours to maintain an uninterrupted service.
- 7.4 Your dealings with, and interest in, promotions, services, or merchants found on or via the Website, unless explicitly stated by us, are solely

between you and the person with whom you are dealing. Should any dispute arise between you and them we will use our reasonable endeavours to help you resolve the situation but we will not be responsible for any losses or damages that may arise from any such dealings.

- 7.5 If we reasonably believe that the content in your files, e-mails, postings or web site is or may be considered to be pornographic, defamatory, misleading, deceptive or otherwise infringes any third party rights or is in breach of our AUP or of any laws, regulations, international conventions, licences or policies we without liability to you may remove that content from our servers immediately.
- 7.6 We will not be responsible or liable for the content of information transmitted by you on the Services and are not responsible for the accuracy and/or functionality of such information (save where such inaccuracy or lack of functionality was due to our default). We shall be under no obligation whatsoever to monitor or review any content contained on the Server belonging to you.
- 7.7 You acknowledge that material accessed on the Internet may be offensive or may be unsuitable for minors. We are unable to accept responsibility or liability for such materials and you should therefore check the nature of such materials (save where such failure in detection was due to our default) before allowing access by minors. You will remain liable for any information which you download and may be subject to prosecution if you download any illegal material.

8. Limitation of Liability & Indemnity

- 8.1 We shall exercise reasonable skill and care in providing the Service to you in accordance with these Terms and Conditions and our Code of Practice. www.ukonline.net/cop
- 8.2 We will be liable to you without limit if you are injured or die as a result of our negligence or if we have acted fraudulently.
- 8.3 Other than as set out in paragraph 8.2 above, any liability we have to you of any kind is limited to £350 in any twelve-month period.
- 8.4 We do not provide any service levels in respect of our Services although we have included certain information which may assist you with the Service on our 'Support' pages contained on the Website. <http://support.ukonline.net/>
- 8.5 We are not liable for any use you make of the Service, nor for any content which you may send or receive using the Service, nor for any charges that you incur with any third party or for any transactions entered into through the Service, including the Website.

9. Termination

- 9.1 If you wish to terminate your Agreement with us, or in accordance with paragraph 10.2 below, you must notify us by writing to Customer Services www.ukonline.net/contact. Subject to paragraph 9.5 below, termination of your Agreement will occur on the next payment date for the Service. To ensure that no further amounts are deducted from your credit or debit

card or from your bank account via direct debit, you will also need to cancel the arrangements made with WorldPay and/or your Bank. You will find instructions telling you how to do this with WorldPay on the Website.

- 9.2 If you are a Broadband Services customer, the minimum term of your Agreement with us for the Broadband Services is 12 months. For the avoidance of doubt, any upgrade to the Broadband Service you choose within the minimum term shall not extend the minimum term beyond the initial 12 months.
- 9.3 If you move home at any time you will need to pay us a standard charge to cover the costs of our terminating your existing Service and re-providing the Service to your new location. Currently the standard charge is £40.00 (including VAT), and where your minimum term has not passed the remainder of the 12-month minimum term will then recommence from the date we start providing Service to that new location (so that the re-location of the Service shall not extend the minimum term (where still applicable) beyond the initial 12 months).
- 9.4 Following the expiry of the minimum term described in paragraph 9.2 above, you may terminate your Agreement for Broadband Services by giving us one month's notice. You can do this as described in paragraph 9.1 above.
- 9.5 You may terminate your Agreement with us immediately without prior notice where:
- (a) we breach any of these terms and conditions and have not remedied such breach within thirty (30) days of a request to do so; or
 - (b) we become insolvent, go into liquidation, become subject to an administration order or make any composition or arrangement with our creditors (other than for the purposes of amalgamation or reconstruction).
- 9.6 We may terminate your Agreement with us immediately without prior notice to you where:
- 9.6.1 you commit any serious or persistent breach of these terms and conditions; or
 - 9.6.2 you breach the AUP; or
 - 9.6.3 you breach the FUP and such breach of the FUP has or we reasonably consider is likely to have a detrimental effect on (i) our network or (ii) our ability to provide services to our other customers or (iii) our other customers quality of service; or
 - 9.6.4 you become bankrupt or enter into any arrangement with our or your creditors as applicable.
- 9.7 We may terminate your Agreement with us upon prior written notice to you where:

- 9.7.1 you are registered for the Pay as you Surf Service only and you do not connect to the Service by calling the numbers indicated on our website at least once every sixty (60) calendar days;
 - 9.7.2 you are a user of the Opensurf or Broadband Services or Mail Services and you fail to pay the Charges payable for the Services we provide you each month/year as applicable; or
 - 9.7.3 BT ceases to provide a service to us or it is no longer economical or commercially viable for us to provide the Service.
- 9.8 If our Agreement with you is terminated, you will no longer have access to the Services. We will also disable any webspace provided to you and any data held on it will be removed and deleted. Any data deleted will not be recoverable.
- 9.9 Where the Service you have selected permits you the option of paying us and you have paid an annual fee in advance rather than a monthly fee for any Service, we will refund the amount paid less the cost for any hardware which you have failed to return to us.

10. General legal clauses

- 10.1 Unless we agree otherwise you may not assign or otherwise deal with this Agreement. We reserve the right to assign this Agreement and/or to subcontract performance of our obligations hereunder to the extent necessary for us to provide the Services. Your consent shall be required where any such assignment may adversely affect the Service provided to you.
- 10.2 We may modify these Terms and Conditions at any time or update or make changes to the AUP and/or FUP, by notifying you by email of the changes at either the email address you provide to us upon registration (or as you may update by notifying us in writing from time to time) or your UK Online email address relating to the Service. You may terminate your Agreement with us if you reasonably consider that you have been disadvantaged by any change we may make to these Terms and Conditions and/or the AUP and/or FUP. You may only terminate your Agreement for this reason during the first month following such notification.
- 10.3 Any waiver by us of any of our rights shall not prevent us from bringing any proceedings and will not be construed as a waiver of any succeeding breach of any provision by you.
- 10.4 If any part of these Terms and Conditions or the AUP or the FUP shall be held to be invalid or unenforceable, this shall not affect the enforceability of any other provision of these Terms and Conditions or the AUP or the FUP.
- 10.5 Only you or we have the right to enforce your Agreement with us.
- 10.6 These Terms and Conditions, the AUP, FUP and all other legal relationships between us shall be governed by English law, unless you live in Scotland in which case Scottish law will govern, and are subject to the exclusive jurisdiction of the courts of England and Wales, Scotland or Northern Ireland.