



## Product Terms - Broadband

The paragraphs below set out our terms and conditions for UK Online Internet Services and shall include any upgrades of the Service (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.

Please note that "we", "our" and "us" refers to UK Online Limited. The term "you" refers to the legal entity subscribing to the Service.

The Service gives you high speed broadband access to the internet, a range of additional services and further features which may be introduced from time to time as described on the UK Online website at [www.ukonline.net](http://www.ukonline.net)

The Service is intended for home and business use and is available to individuals, partnerships and companies and will be provided to the location we agree with you.

The following additional terms form a part of these terms and conditions. We strongly advise that you read these additional terms which are available by clicking the hyperlinks below and through our website:

[Privacy Policy](#)

[Code of Practice](#)

[Acceptable Use Policy](#)

[Fair Usage Policy](#)

[Web Terms](#)

We may vary these terms and conditions from time to time by posting any updated terms on our website. Your use of the Service will be governed by these terms and conditions and we ask you to check this page periodically.

Contract

### 1. Duration of the Contract

You can request to subscribe to the Service online at [www.ukonline.net/broadband/](http://www.ukonline.net/broadband/) or by calling our sales team on 0800 053 2222. Our contract with you will start as soon as you receive a confirmatory email from us or if subscribing by phone, as soon as your registration is completed by our sales team on the call. This contract will continue for a minimum period of 12 calendar months from the date that you are able to use the Service. After this minimum period you will continue to receive the Service until either you or we end this contract in accordance with clause 11.

### 2. Registration and Personal Information

2.1 When registering for the Service you agree to supply accurate, true and up to date information. You must notify us immediately of any changes to this information either via our customer services team online at [www.ukonline.net/contact](http://www.ukonline.net/contact) or telephone on 0800 053 2222. Alternatively, you may update your details on the customer centre

portal on our website.

2.2 You agree to comply with our Privacy Policy (see hyperlink above) and you consent to our using and/or disclosing your personal information as follows.

The personal information you supply to us will be used to process your request for the service and will be utilised for billing and credit control purposes.

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 referral or utilised any software or services 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 within the BSKyB Group, companies that we have contracted with to provide the Services including BT and the company we use to supply the Broadband Services Hardware (if any) described below provided that such disclosure shall be solely for the purpose of providing those Services to you.

2.3 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.

2.4 We reserve the right to terminate the Service if any of the information supplied by you is inaccurate, untrue or out-of-date.

### **3. Access to the Service**

3.1 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 username and ensure that they are only used by you and persons you wish to use the Service. You are fully responsible for all activities that occur under the username or password. 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.

If we believe that there has been or is likely to be a breach of security or misuse of the Service we may (at our sole discretion) (i) suspend your username and password and/or (ii) ask you to change the username and password you use in connection with the Service.

You accept and acknowledge that the Service, as with other Internet applications, is not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Service or your computer(s).

3.2 You acknowledge that the Service is 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 (one can be purchased from us for use with our Service) and for the fixed line (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.

3.3 The Service is only available on a BT line. The Service is 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 Service 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).

3.4 We will endeavour to provide the Service within the timescales communicated to you.

3.5 You acknowledge that there may be physical speed restrictions on the Service depending on factors such as your geographical area and that we shall have no liability in the event that the Service is diminished or otherwise affected by such speed restriction.

3.6 When you sign-up for the Service you may order equipment such as a router (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.

3.7 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.

3.8 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 (see [www.ukonline.net/contact](http://www.ukonline.net/contact)). 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].

3.9 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 Service may cause a temporary loss of service on your BT telephone line.

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

- i. 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;

- ii. Once we have delivered the Broadband Services Hardware to you, confirm that you have successfully installed it; and
- iii. Activate the Service.

3.11 We will liaise with you in relation to the conditions set out in paragraph 3.10 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 contract and will not be liable for the charges for any remainder of the 12 month minimum term. 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 contract 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 contract.

3.12 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 Fair Usage Policy (see hyperlink above) . 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.

3.13 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.

#### **4. Webspace**

4.1 Where webspace is included with your broadband service, you are provided with 100MB of webspace with unlimited use of data transfer to and from your webspace each month (subject to our Fair Usage Policy ).

4.2 You are responsible for the content that you or anyone else puts on your website. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which incur as a result of the material which you retain or place on our servers or as a result of the material displayed on your website.

Material on your website must not, and the use of it must not, in any way be unlawful or cause offence, anxiety or harm to others in any way that is inconsistent with the terms of our Acceptable Usage Policy (see hyperlink above) . In particular, you must ensure that all necessary licenses and consents (including those from owners of copyrights, performing rights and other relevant intellectual property rights) have been obtained.

If we receive a complaint about your website we may suspend it immediately without notifying you beforehand. We will ask you to either agree with the person making the complaint that the material can remain or can be altered or ask you to agree to remove it permanently. However, if we believe that the material on your website is sufficiently unlawful, harmful or offensive or we receive further complaints about your website after we have issued you with a warning, we may terminate your contract immediately without further notice. In such circumstances we will be under no

obligation to provide you with any refund.

4.3 We can only offer technical support relating to the creation, amendment, publication and/or management of your webspace where the tools and templates provided by the Service have been used. Such support is available by contacting our technical support team (see [www.ukonline.net/contact](http://www.ukonline.net/contact)) or via our website at <http://business-support.ukonline.net/>

4.4 It is your responsibility to ensure you retain a full and current copy of all your data for the purpose of reloading your webspace 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).

4.5 You agree to comply with our Acceptable Usage Policy and our Fair Usage Policy in respect of the use of your webspace.

4.6 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.

## **5. Email Service**

5.1 You will be entitled to an email service as part of your broadband service. The number of mailboxes will be stated in your package details.:

5.2 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.

5.3 It is your responsibility to save your emails and we will not be responsible for information lost or deleted due to our management of your email storage or service failures.

5.4 If you cancel your UK Online account, we will delete all messages in your mailbox after you cancel your account and you will not be able to use your UK Online mailbox.

5.5 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.

5.6 All mail designated as SPAM will be deleted from your SPAM folder when the SPAM mail is seven (7) calendar days old.

SpamFilter may fail, in which case all mail will reach your mailbox unfiltered.

## **6. Software**

6.1 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.

6.2 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).

We agree to your use of the software on the basis that you use it solely for the purpose of receiving the Service and you must not make additional copies or modify the software in any way without our permission.

6.3 You acknowledge that it will be your responsibility to obtain any upgrades to any software supplied by us.

6.4 You have the option of installing McAfee Internet Security Suite if you are a PC user. If you want to install this software you will have to uninstall any existing security software beforehand. The McAfee Internet Security Suite is offered free of charge for the first 12 month term for which you receive the Service from us. Towards the end of this term, a McAfee representative will contact you to offer the continued use of the McAfee product on payment of a licence fee to McAfee. Your use of the McAfee product during the first 12 month term will be subject to the McAfee end user licence agreement.

## **7. Domain Management**

7.1 This section is applicable only to customers with a free domain and linked web hosting as part of their service.

7.2 If you ask us to, we will register your new website domain name on your behalf and where requested migrate an existing domain from another domain provider. Website domain names are subject to availability and we cannot guarantee the availability of any specific domain name.

7.3 We will advise you of the expiry of a domain name previously registered by us. If instructed by you, we will complete the renewal of the domain name and charge according to our pre-agreed tariff for the service.

You warrant and represent that:

- i. all statements on the domain name application are true and correct;
- ii. your requested domain name or use of domain name does not interfere with the rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right; and
- iii. you have a legitimate business purpose for registering your requested domain name, which purpose relates to your purchase of the Service.

We reserve the right to require you to select a replacement domain name if, in our reasonable opinion, there are reasonable grounds to believe that the current choice of domain name is, or is likely to be, in breach of the provisions of this clause 7.2. The provisions of this clause 7.2 shall apply to any such replacement domain name.

The registration of the domain name and its ongoing use by you is subject to the relevant naming authority's terms and conditions of use. As such you irrevocably waive any claim you may have against us in respect of any decision of a naming authority to refuse to register or renew a domain name.

7.4 We will de-register your domain in the following circumstances:-

- Where any of the warranties set out above prove to be untrue or we have reason to believe they may be untrue
- Where the domain is in breach of our Acceptable Usage Policy
- If you request us to

- If you close your account with UK Online without moving your domain to another provider

7.5 You will have a non-transferable licence to use any IP Address allocated to you for the duration of this contract. If this contract is terminated for whatever reason, your license to use such IP address(es) shall automatically terminate.

## **8. Your Obligations**

8.1 You agree to comply with any instructions which we or BT give you.

8.2 You agree not to use the Service in any manner which is fraudulent or unlawful or which has any fraudulent or unlawful effect.

8.3 You agree to comply with the Acceptable Usage Policy and Fair Usage Policy in all respects. You must also ensure that other persons using the Service also comply with these policies at all times. Failure to observe the Acceptable Usage Policy and/or Fair Usage Policy 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.

8.4 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.

8.5 You agree to pay the charges for your use of the Service including any fees for equipment as stated to you at the date that you sign up to receive the Service.

We will begin charging you for the Service on the date that the Service is activated and available for you to use. 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 3% per annum above the base-lending rate of the Bank of England. You agree that we may vary the charges only where the Service is upgraded at your request as set out on our website and you will pay the charges as varied upon any upgrade for the remainder of the term of your contract with us.

If you cancel or change the debit or credit card or bank account which you use to pay us, you must inform us immediately and provide us with an alternative method of payment acceptable to us.

If you chose to pay by direct debit, we cannot make any changes to the date on which we take payment, the frequency of the payment or the amount of the payment without you agreeing at least 15 days beforehand.

## **9. Our Provision of the Services**

9.1 We shall exercise reasonable skill and care in providing the Service to you in accordance with these terms and conditions.

9.2 Once we confirm our agreement to your request to subscribe to Services, we will arrange for you to start to receive the Services within approximately 10 working days of our confirmation. We will provide regular updates by email on progress. Although we will use reasonable efforts to meet this date, we are not able to guarantee this. We will do our best to let you know in the event of a delay.

9.3 We cannot guarantee to provide you with a fault-free Service (please see clause 9.4 below), however we will provide you with support by email or phone for the

Service and any Business Services Hardware that we have supplied to you.

If a fault or technical support issue does occur, you can report this by contacting our technical support team whose details can be found at [www.ukonline.net/contact](http://www.ukonline.net/contact). We will be available 24 x 7 to answer your technical support issues and during office hours every day for all other queries. We will use all reasonable endeavours to meet the following response times:-

- To answer 90% of calls within 30 seconds
- To respond to any email contact within 24 hours
- To handle any query with your bill within 48 hours

Once you have reported a fault to us, we will do our best to resolve the fault quickly and efficiently. We will use all reasonable endeavours to do as follows:-

- To resolve any technical issue within 48 hours
- To regularly update our service status page located at [www.ukonline.net](http://www.ukonline.net)
- To update you daily on the progress of any outstanding technical issue
- To quality check a sample number of customers on a regular basis.

Should things go wrong and you issue a complaint against us, we will use all reasonable endeavours to acknowledge your complaint within 48 hours. We aim to resolve any complaints within 10 working days and will nevertheless advise you if we need more time to investigate the complaint further.

9.4 We are not responsible to you and do not provide support for computer equipment, software and cables that we did not supply to you.

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 Service or result in its being unavailable. Activation of the 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.

We will use our reasonable endeavours to maintain an uninterrupted service. We reserve the right to modify or temporarily suspend the Service or any part of it for the maintenance or technical repair or enhancement of the Service and will use all reasonable endeavours to provide you with prior notice.

9.5 You acknowledge that we have no control over any content available via use of the Service 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 our website or on or through any site linked to our 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.

9.6 Your dealings with, and interest in, promotions, services, or merchants found on or via the Service, 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.

9.7 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.

9.8 If we reasonably believe that the content in your files, e-mails, postings or website is or may be considered to be pornographic, defamatory, misleading, deceptive or otherwise infringes any third party rights or is in breach of our Acceptable Usage Policy or of any laws, regulations, international conventions, licences or policies we without liability to you may remove that content from our servers immediately.

9.9 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 any server belonging to you.

## **10. Liability**

10.1 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.

10.2 Any other liability we have to you of any kind is limited to the charges paid by you in any twelve-month period.

10.3 We do not provide any service levels in respect of our Service although we have included certain information which may assist you with the Service on our 'Support' pages contained on our website at <http://business-support.ukonline.net/>

10.4 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 our website.

10.5 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses that we incur as a direct result of the misuse of the Service, including a breach of our Acceptable Usage Policy, either by yourself or by someone you have knowingly allowed to use the Service we provide to you.

## **11. Termination**

11.1 You may give us notice to cancel within 7 days of the start of this contract provided your Service has not been activated. If you cancel in this way, this contract shall be treated as null and void and you will be refunded any charges already paid to us within 30 days. This is consistent with your rights under the Distance Selling Regulations 2000. You must return to us any equipment that we have provided to you in order to receive the Service.

11.2 Either of us can end this contract:-

11.2.1 by giving at least 1 month's written notice to the other provided that neither of us may end this contract during the initial 12 months of the contract;

11.2.2 at anytime if you move to a new address to which we cannot provide the Service;

11.2.3 at any time if either of us breaches a material term of this contract and fails to remedy such breach within 30 days of written notice (excluding a breach of our

Acceptable Usage Policy and/or Fair Usage Policy which shall entitle us to terminate this contract immediately);

1. 11.2.4 at any time if either of us becomes insolvent, goes into liquidation, becomes subject to an administrative order or makes any composition or arrangement with our creditors (other than for the purposes of amalgamation or reconstruction).

11.3 We may terminate your contract with us immediately upon written notice to you where:

11.3.1 you breach our Acceptable Usage Policy; or

11.3.2 you breach the Fair Usage Policy and such breach 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

11.3.3 BT ceases to provide a service to us or it is no longer economical or commercially viable for us to provide the Service.

If you wish to terminate your contract with us following expiry of the minimum 12 month term referred to previously, you must notify us by phoning Customer Services ([www.ukonline.net/contact](http://www.ukonline.net/contact)) at least 14 days in advance of your next billing date. Termination of your contract will occur on the later of the next payment date for the Service and the date upon which the minimum 12 month term expires. If we are notified less than 14 days before your next billing date termination of your contract will occur at the following payment date. 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 our website.

11.2 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).

## **12. General legal clauses**

12.1 Unless we agree otherwise you may not assign or otherwise deal with this contract. We reserve the right to assign this contract and/or to sub-contract performance of our obligations hereunder to the extent necessary for us to provide the Service. Your consent shall be required where any such assignment may adversely affect the Service provided to you.

12.2 We may modify these terms and conditions at any time by posting the updated terms and conditions on our website. You may terminate your contract with us if you reasonably consider that you have been disadvantaged by any change we may make to these terms and conditions. . .

12.3 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.

12.4 If any part of these terms and conditions shall be held to be invalid or unenforceable, this shall not affect the enforceability of any other provision of these

terms and conditions.

12.5 Only you or we have the right to enforce your contract with us.

12.6 This contract shall be governed by English law, unless you live in Scotland in which case Scottish law will govern or Northern Ireland in which case Northern Irish law will govern, and are subject to the exclusive jurisdiction of the courts of England and Wales, Scotland or Northern Ireland.