

Product Terms - Mail, OpenSurf & Pay as you Surf

The paragraphs below set out our terms and conditions for the UK Online Internet Services of OpenSurf, Pay as you Surf 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.

Please note that "we", "our" and "us" means UK Online Limited. The term "you" means you the customer.

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.

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.

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.

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 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 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 Service is only available on a BT residential line. The OpenSurf 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 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

We reserve the right to deny access to all or any part of the Service if the telephone calling line identification is withheld or unavailable from the telephone line that you use to access the Service. To access the OpenSurf Service you must make your telephone calling line identification available.

2.6

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.

2.7

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.

2.8

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 you incur further call charges we will not be liable for these charges.

3. Email Service

3.1

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 1 POP3 mailbox

3.2

You are responsible for checking your mail regularly and storing on your computer or storage device any emails you wish to keep.

3.3

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.

3.4

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.

3.5

If 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.

3.6

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.

3.7

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

3.8

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

4. Software

4.1

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.

4.2

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).

4.3

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

5. Your Obligations

5.1

In relation to your use of the Service you agree:

5.1.1

To use the Service only in compliance with our Acceptable Usage Policy and Fair Usage Policy;

5.1.2

Not to use the Service in any manner which is fraudulent or unlawful or has any fraudulent or unlawful effect;

5.1.3

To comply with any instructions which we or BT give you; and

5.1.4

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 2.7.

5.2

You agree to comply with the Acceptable Usage Policy and Fair Usage Policy in all respects. 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.

5.3

5.4

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 contract with us.

6. The Service Generally

6.1

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.

6.2

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

6.3

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.

6.4

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 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.

6.5

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.

6.6

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.

7. Limitation of Liability & Indemnity

7.1

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

7.2

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.

7.3

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.

7.4

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/>

7.5

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.

8. Termination

8.1

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) 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.

8.2

You may terminate your contract with us immediately without prior notice where:

8.2 (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

8.2 (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).

8.3

We may terminate your contract with us immediately without prior notice to you where:

8.3.1

you commit any serious or persistent breach of these terms and conditions; or

8.3.2

you breach the Acceptable Usage Policy; or

8.3.3

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

8.3.4

you become bankrupt or enter into any arrangement with our or your creditors as applicable.

8.4

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

8.4.1

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;

8.4.2

you are a user of the Opensurf Service or Mail Services and you fail to pay the Charges payable for the Services we provide you each month/year as applicable; or

8.4.3

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

8.5

If our contract with you is terminated, you will no longer have access to the Services.

8.6

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.

9. General legal clauses

9.1

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 Services. Your consent shall be required where any such assignment may adversely affect the Service provided to you.

9.2

We may modify these terms and conditions at any time 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 contract with us if you reasonably consider that you have been disadvantaged by any change we may make to these terms and conditions. . You may only terminate your contract for this reason during the first month following such notification.

9.3

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.

9.4

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 .

9.5

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

9.6

This contract 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.