

Terms and Conditions of Internet Provision

These Terms and Conditions constitute an Agreement between you, the end user, and TML. These Terms and Conditions apply to the use by you of on-line information, communication and other services provided by us and access to information and services provided by third parties (hereinafter the Service) and the use of the software program(s) (hereinafter Software) and any associated documentation which may be included in the delivery (hereinafter Accompanying Material) that you, the end user, are now taking into use. You should read these terms carefully. By using the Service, you will be deemed to have accepted and will be bound by these Terms and Conditions.

1. COMMENCEMENT AND DURATION OF THIS AGREEMENT

This Agreement commences on the date we accept your request to receive the Service (the "Commencement Date") and will continue indefinitely until terminated by either of us giving one calendar months notice in writing to the other, such notice by you to expire no earlier than the first anniversary of the commencement date. Broadband services are subject to a minimum contract term of 1 year and commencement is subject to there not being any technical reason preventing us from providing the Service. You can only cancel your broadband service within the minimum contract term by paying the monthly subscriptions in full up to the expiry of the contract; thereafter, you may terminate at any time by giving us 30 days written notice.

2. THE SERVICE

- a) You must pay us all charges relating to your use of the Service from the Commencement Date in accordance with the provisions of Clause 4 below. You are responsible for providing a suitable PC, modem, router (if applicable) and any other items of hardware or communications equipment necessary to enable you to access the Service. Our Internet Services are only available to you if you have a valid contract for the use of a BT analogue direct exchange line (whether that is invoiced to you by BT or another service provider) which terminates on a master socket in your premises. Broadband may not be available on any extension sockets that you have installed. During connection of your broadband service, you may experience a temporary interruption to the normal voice service on your analogue line. You will only be able to use the broadband Service whilst the analogue line remains connected by BT and you are responsible for ensuring all charges relating thereto are paid to your BT line service provider.
- b) We are unable to guarantee that the Service will be available fault-free. If a fault occurs, you should report the fault by telephone, e-mail or in writing to the support service. We may suspend the Service, including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of downtime of the Service by posting a notice on the Portal or sending you an e-mail or by any other reasonable means. We will restore the Service after suspension as soon as we reasonably can.
- c) The provision of ADSL on a BT line in order to use one of our broadband Services is subject to a line test and survey. We can only provide Broadband Services in areas of the United Kingdom in which we are technically able and we will endeavour to provide the Broadband Service you have selected, however the speed may be affected at times due to contention or network congestion. If we cannot provide you with broadband, we will notify you as soon as possible. We may impose such restrictions on your use of our broadband Services as we may feel are appropriate at our sole discretion in order to maintain a high quality service to all our customers.
- d) You agree not to publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or which would be offensive, abusive, indecent, defamatory, obscene or otherwise unlawful, or would be considered offensive by an average person.
- e) We do not engage in the active screening of on-line material and will be entitled, but shall not be obliged, to edit or delete any information, software or such other content which you or any of your Designated Users may place on-line at any time at our sole discretion.
- f) You are solely responsible for evaluating the accuracy and completeness of any content that may appear on-line and the value and integrity of any goods and services offered by third parties.
- g) We do not generally monitor the content of information sent and received using the broadband Service, however we reserve the right to do so if necessary.

3. REGISTRATION FOR THE SERVICE AND SECURITY

- a) In order to register for the Service, set up an account and to designate authorised users of your account (herein "Designated Users") you must be, and you represent and warrant that you are, at least 18 years of age. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for persons under eighteen (18) years of age and you agree to supervise usage of the Service by any minors who you permit to use the Service.
- b) You confirm and warrant that all the information supplied by you when you register for the Service is true, complete and accurate in all respects and you agree to notify us immediately of any changes to that information.
- c) You are responsible for ensuring that no unauthorised access is obtained to the Service through your account.
- d) You will be entirely liable for all activities conducted and charges incurred through your account whether by you or any of your Designated Users.
- e) In order to access the Service via ADSL you will be issued a unique user name and password.
- f) To establish additional email accounts, you will need to select your own email address(es) and password(s). You are responsible for the security and proper use of all these passwords and must take all necessary steps to ensure these passwords are kept confidential, used properly and not disclosed to unauthorised people.
- g) You must inform us immediately if you have any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way.
- h) If we have reason to believe that there is likely to be a breach of security or misuse of the Service we may change any or all of your passwords and notify you accordingly.
- i) If you forget any password, you may contact our Support Line by telephone. Subject to satisfying the security checks in operation, you will be given a new password to enable you to use the Service.

4. PAYMENT

- a) All broadband monthly subscriptions are invoiced monthly in advance and commence on the date your broadband service is connected.
- b) If the broadband service we are providing has a limit on the amount of data you can download free of charge each month, and you exceed that free limit, then you will be charged for any excess data in accordance with our current published tariff. Any such chargeable data is payable monthly in arrears. Unless specifically notified to the contrary, fixed monthly charges will (where applicable) be incurred from the day on which the relevant service is made available for you to use. You must pay all charges within 14 days of the date of any invoice. Where a customer for the Service has an account with us for other Services, payment will be collected by direct debit or such other means as may be accepted by us at our sole discretion. New customers must supply their credit card details and we will collect all payments due in respect of the Service from the credit card details supplied unless we have agreed an alternative payment method with you.
- c) The charges for all our Services are set out in our tariff guide, available on request. This may change from time to time and we shall write to you with details of any changes, or notify you of such changes on your monthly bill.
- d) We strongly recommend that you pay for the Service by direct debit. We will charge you each month an administration fee of 10% of the value of each bill until such time as a valid direct debit is in place. If the amount of money in your bank of building society which covers your direct debit is not enough to meet your monthly payment, or if you cancel your direct debit or change to a new bank without notifying us, so that we have to send you a reminder or make another request for payment, we will make an additional administration charge of £15 which we will add to your next monthly bill or statement.
- e) If you owe us money and this is not paid when it should have been paid, a late payment surcharge of 1% of the balance outstanding on your account will be added to your next monthly bill. In addition we reserve the right to pass on any costs that we incur in the collection of any overdue amount from you, including legal fees and/or agency charges.
- f) On registration for the Service (or at any time later on), we may set a credit limit on the amount of charges you may incur. As our billing system is not updated instantly when you use the Service, you may exceed the credit limit, but if this happens, you will still be liable for all charges.
- g) VAT (where applicable) will be added to all our charges.

5. VARIATION OF CHARGES AND TERMS

- a) We reserve the right to increase or decrease our charges and/or introduce new charges from time to time, and we will give you at least 14 days prior notice. If we increase our charges by more than 10% you may cancel this Agreement with immediate effect by notifying us before any increase takes effect.
- b) We reserve the right to make changes to these terms from time to time at our sole discretion. If such a change materially adversely affects the Service, you may terminate this Agreement immediately. c) We shall be entitled to change the number you dial to access the Service from time to time, or use a different network or carrier.
- c) We may discontinue or modify any aspect of the Service at any time, such modifications becoming effective immediately upon publication. Any material modification will be notified to you in writing. By continuing to use the Service following any such modification, you will be deemed to have accepted such modification.
- d) We may require you to change your Domain Names, URL or e-mail address and we may suspend the Service if we reasonably believe that any Domain Name, URL or e-mail address you are using is, or is likely to be, offensive, abusive, defamatory or obscene or otherwise in breach of any term of this Agreement.

6. SUSPENSION OF THE SERVICE

We can suspend the provision of the Service immediately without telling you and without notice if:

- we believe the Service is being used in an unauthorised way or for criminal activities;
- you fail to pay any of our proper charges when due or commit a substantive breach of this Agreement;
- your credit limit is exceeded;
- we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Service is taking place;
- we have reason to believe that any amount due from you may not be paid;
- if your direct debit instruction is refused or cancelled;
- you may not do anything (or allow anything to be done) which we think may damage or affect the operation of the Service; or
- there are reasons outside of our control. In the above cases this Agreement does not come to an end and you are still liable for any monthly charges in respect of any period of suspension. However, if you are unable to use the Service for a continuous period of 3 days because: -
- there is a technical failure of the Service;
- they are being tested, modified or maintained; or
- access is denied to us

you will receive a credit against any monthly charge you have paid, which will represent that part of the monthly charge relating to the period of suspension.

7. ENDING OF THIS AGREEMENT

- a) You may end this Agreement immediately by writing to us if: -
 - we do not do what we have to do under this Agreement and fail to put it right within 7 days of being asked in writing to do so; or
 - the Service is permanently no longer available to you.
- b) We may end this Agreement immediately by writing to you if: -
 - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the Service or you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets; or
 - you do not do what you have to do under this Agreement (e.g. your failure to pay charges) and do not put it right within 7 days of being asked by us in writing to do so; or
 - we are no longer able to provide the Service to you on a permanent basis; or
 - we are directed to do so by any competent authority.
- c) When this Agreement comes to an end you shall cease all use of the Service and destroy the Software, archival copy and Accompanying Material and confirm to us in writing that you have done so. If we terminate this Agreement with you and provided that you are not in breach of any of these

Terms and Conditions we will repay to you the appropriate proportion of any usage charges for the Service which you have paid in advance.

- d) We offer a range of unlimited broadband services all subject to a minimum contract term of 1 year. On all these services we offer free connection and on the Basic Service a free ADSL modem or on Network Broadband a free 4-port router. You can only cancel this service within the minimum contract term by paying the full line rental up to the expiry of the contract; thereafter, you may terminate at any time by giving us 30 days written notice.
- e) Any equipment supplied by us to enable you to use the service (e.g. modems or routers) remain our property at all times and must be returned to us upon termination of this Agreement, unless originally purchased by you from us at its full unsubsidised retail price.
- f) There is a connection charge (currently £50) which is payable to BT in order to provide ADSL service on any BT phone line. Where this has been paid by us and you subsequently cancel broadband within the first twelve months, you will have to pay this connection charge to us, in addition to any early termination fee which may be payable.

8. INDEMNITY

- a) You warrant that:-
 - your use of the Service will not violate any law, regulation or treaty and that such use will not be in breach of the intellectual property rights of any person; and
 - your use of the Service may only be for lawful purposes; and
 - you shall not use or authorise or permit any one else to use the Service for any use that is prohibited by these Terms and Conditions; and
 - you warrant that you are entitled to use any trademark or name that you are seeking to use in any Domain Name(s) uniform resource locator ("URL") or e-mail address.
- b) You shall indemnify and hold us harmless against all claims, liabilities, losses, damages, costs and expenses incurred or suffered by us (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) by reason of a breach by you of any of your obligations set out in these Terms and Conditions.

9. LIABILITY AND EXCLUSIONS

- a) We shall be liable to you if our negligence directly causes death or personal injury. In all other circumstances our liability to you under this agreement is subject to a maximum of £5000 in any calendar year.
- b) Except as expressly provided in these terms and conditions and to the extent permitted by law we exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any on-line content and the value and integrity of goods and services offered by third parties.
- c) The Service allows you to access the Internet. The Internet is separate from the Service and use of the Internet is at your own risk and subject to any applicable laws or further terms and conditions. We have no responsibility for any goods, services, information, software or any materials you obtain using the Internet.
- d) We shall not be liable for any indirect or consequential damages whatsoever including, without limitation, damages or losses relating to business profits, lost savings, business interruption, loss of business information or data, or other pecuniary loss arising out of the use of the services, software or accompanying material, even if we or the other party or person has been advised of the possibility of such damages.
- e) There may be occasions when we are unable to provide the services, or the downstream and/or upstream bandwidth available to you may be reduced. We will not be liable to you if that is the case, and if you choose to use an alternative Internet service provider then we will not be responsible for that provider's charges.
- f) Email anti-spam and anti-virus is provided free of charge to all our broadband customers. Whilst we use all reasonable endeavours to keep these up to date, we are not liable for any loss or damage to customers' equipment, software or data due to any failure of these services or otherwise. We strongly recommend all broadband customers install a suitable firewall and ensure it is properly configured to prevent unauthorised access to your PC and/or network.

10. COPYRIGHT

The content on the Service is protected as a collective work under applicable copyright law.

- a) Except as expressly authorised on-line or in these Terms and Conditions, the copying, redistribution, or publication by you or any of your Designated Users of any such content is prohibited.
- b) Information, software or other content placed by you or any of your Designated Users in the public areas of the Service grants us the right to copy and otherwise use in connection with the Service, such information, software or other content. Subject to this grant any rights you may have in such information, software or other content are retained by you.
- c) Copyrighted material must not be placed on the Service without the permission of the owner(s) or person(s) they specifically authorise. Only the owner(s) or such authorised person(s) may upload copyrighted material to the Service.
- d) Except as expressly provided by copyright law, copying, redistribution, or publication must be with our express permission or the relevant copyright owner, if other than ourselves. Permission must be specified on-line or obtained directly from us or the relevant copyright owner, if other than ourselves.
- e) Unless otherwise provided, any authorised copying, redistribution, or publication of copyrighted material must be for your own private and personal use and not for any commercial purposes and any changes to or deletion of author attribution or copyright notices are prohibited.
- f) Downloaded software may not be reverse engineered unless specifically authorised by the owner of the software's patent and/or copyright.

11 FORCE MAJEURE

Neither party will be liable to the other for any failure to deliver the Service or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such party, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation or national or local emergency. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this Agreement on notice in writing to the other party.

12 MISCELLANEOUS

- a) We offer a range of unlimited broadband services all subject to a minimum contract term of 1 year. On all these services we offer free connection and on the Basic Service a free ADSL modem or on Network Broadband a free 4-port router. You can only cancel this service within the minimum contract term by paying the full line rental up to the expiry of the contract; thereafter, you may terminate at any time by giving us 30 days written notice.
- b) The first broadband USB modem on the Basic Service on each account is supplied free of charge (modems are only provided to customers migrating their broadband service to us if they are no longer able to use their existing modem). Any additional modems requested are subject to a charge of £19.99 each. Our USB modems are supplied with one free filter. Additional filters, (if requested) will be charged at £5 each on your next monthly bill.
- c) All broadband monthly subscriptions are invoiced monthly in advance and commence on the date your broadband service is connected.
- d) There is a special helpline number 0870 111 0333 for all Internet related queries. Calls are charged at fixed national rates from a standard landline. The charge for calling this number from mobile phones varies and may be significantly higher. The helpline is open Monday-Friday, 8am-8pm (excluding bank holidays).
- e) We reserve the right to transfer this agreement to any third party at any time whereas you may not transfer this agreement to anyone else unless we have agreed in writing beforehand.
- f) You may request additional services to be provided by us at any time by post, by fax, by email or by telephone. Any services provided by us pursuant to such a request will be subject to our standard terms and conditions in exactly the same way as if you had signed a new application form requesting the service(s).
- g) Failure by either of us to enforce our rights under this agreement shall not prevent you or us (as the case may be) from taking further action.
- h) We will always send important notices to you relating to our services in writing, which may be printed on your monthly bill. You may send notices to us by post, by telephone, by email or by fax. If notices are sent by post, they shall be deemed to have arrived at their destination 48 hours after posting.
- i) If you telephone us, or if we telephone you, your call may be monitored or recorded.

- j) This document, our marketing literature and tariff booklet, together with the checklist (from the front) and the important information (on the reverse) of the customer application form, is intended to contain all the terms of the contract between you and us. If there is any difference between what anyone has told you and these terms and conditions, then these terms and conditions will prevail. In the event of any inconsistency between the various documents we have provided to you, then these terms shall prevail. Any alterations to our terms and conditions must be made in writing and signed by a director of TML.
- k) Your data will be held securely and will not be disclosed to third parties for their marketing purposes. We may however send you information about offers, products or other services we provide, or from other organisations which we believe may be of interest to you. We may contact you in future to give you information about any of our services, which we believe may save you money unless you have informed us that you prefer not to receive this information.
- l) We may use the information held by credit reference agencies to help make credit decisions or for fraud prevention. We may disclose information about you and your account to credit reference agencies. Such agencies can share this information with their customers. In addition, we can pass these details to other people in relation to enquiries concerning the prevention and detection of crime or the apprehension or prosecution of offenders or as may be required by law or legal proceedings.
- m) You agree to follow any reasonable instructions that we may give you about the services. This includes giving us access to your premises.
- n) You agree to look after any of our equipment in your premises. If you have not done so, and the equipment has been damaged, you will have to pay us for any repair or replacement.
- o) We may take instructions from someone who we have reasonable grounds to believe is acting with your permission. In such circumstances we will not be liable for any resulting loss, damage or inconvenience.
- p) If any part, term or provision of these Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Terms and Conditions will not be affected.
- q) The headings in these Terms and Conditions are inserted for reference only and shall not affect the interpretation of these Terms and Conditions.
- r) If either party waives a breach of this Agreement that waiver is limited to that particular breach.
- s) If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any act of parliament and which cannot be excluded by Agreement. If you have any doubts about your statutory rights, please contact your local Trading Standards department or Citizens Advice Bureau.
- t) This contract is governed by the laws of England where the customer's home address is located in England, Wales or Northern Ireland, and by Scottish law where the customer's address is located in Scotland.