

## END USER TERMS AND CONDITIONS

### (Basic Service Excluding Equipment)

#### 1. Introduction

- 1.1. In order to be able to use any of our services (each a “Service”; together the “Services”), you will need to provide certain details to us, and abide by these terms and conditions together with any additional service specific terms, which you are asked to agree to when signing up for a particular additional Service (collectively the “Agreement”). The details provided by you on registration are important and must be true, correct and complete. You agree to notify us immediately of any changes, which are relevant to your registration by informing us at [care@optify.net](mailto:care@optify.net).
- 1.2. If we suspect that you are in breach of the Agreement, or you do anything, which would put us in breach of our statutory or other obligations, we reserve the right to suspend or terminate your access to the Services without liability to you. We will give you notice of suspension or termination as soon as it is practical to do so.
- 1.3. Services which do not involve the supply of service equipment provided by us (“Service Equipment”) are subject to a thirty (30) day commitment. The basic internet service option at your accommodation is subject to such a thirty (30) day commitment. To the extent that you choose to buy certain of our additional services (each an “Additional Service”), which involves the supply by us of equipment (“Service Equipment”), such Additional Service will be subject to a twelve (12) month minimum commitment period, except to the extent that we cease to provide Services to this accommodation generally, in which case our Services to you will end without liability on you or us for the early termination. Details of how the services may be cancelled by you are set out at paragraph 7 below.

#### 2. Using the Services

- 2.1. The Services are provided solely for your own personal use and enjoyment. You may not allow others to use the Services whether for payment or otherwise. You may not use any Services, or any equipment provided by us in connection with your use of the Service (“Service Equipment”) for business purposes.
- 2.2. You are responsible for the use of any user IDs, PINs, passwords or any other credentials provided to you in order to access the Services. You must keep such credentials secure and must not share them with any other person. We shall have no liability to you for any misuse of these credentials by any third party.
- 2.3. If you become aware that your credentials have or may become known to a third-party, then you must contact us immediately. We will cancel the credentials and re-issue you with new ones. Until you have notified us, you will be responsible for any charges incurred using those credentials.
- 2.4. You agree that any use of the internet is at your own risk and that you are responsible for providing your own firewall and for protecting your own equipment against viruses, worms, Trojans and other forms of malicious software. If you do not and your use of the Services knowingly or unknowingly threatens the integrity of our network or the use of the Services by others, we retain the right to suspend or terminate your Services without notice and without liability to you.
- 2.5. The internet contains material that is inappropriate for minors and may cause offence to others. We do not censor or restrict access to any material or information on the internet unless required to do so by a competent authority. We will however refer any complaints you make to the Internet Watch Foundation for further investigation.
- 2.6. At your location, you have access to our voice service (“Phone Service”). You must register with us the physical location where you will be using this Service. This is because if you need to dial 999/112, the emergency services will need to identify your location and phone number. We are legally obligated to share your name, address and telephone number with the emergency services to the extent required. It is your responsibility to maintain the accuracy of your location address via your online account, or by calling Customer Care, if there are any changes. If you

do not update us with changes, it may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112.

- 2.7. Our Phone Service may not offer the range of features you may expect from a standard telephone line and is dependent on your connection to the Broadband Service being available. In the event of a power outage or equipment failure at your location, or any loss of service in the network serving your location, such an event may prevent you from being able to make 999/112 calls. It is important therefore that you ensure you have an alternative means of contacting the emergency services, such as a mobile phone.

### **3. Our Services**

- 3.1. The internet access Services we provide are based on a shared or "contended" network. You acknowledge and agree that the performance of the Services is not guaranteed and will be subject to variation based on the behaviour of other Service users.
- 3.2. Furthermore, you acknowledge and agree that it is not possible for us to provide a fault-free Service to you and that we do not undertake to do so.
- 3.3. If you experience a fault, please report it to us as soon as possible either by telephone or email. You must follow any reasonable instructions that we give you. We will use reasonable endeavours to restore Service as soon as we can.
- 3.4. If you report a fault, but we subsequently find that the Service is working correctly, we may make a charge to you to cover our reasonable costs of investigation.
- 3.5. Sometimes it may become necessary for us to interrupt the Services we provide to you. We will restore Services to you as quickly as we can.
- 3.6. You agree to allowing us access to your accommodation should we need it to install or maintain the Services. Where we need such access, we will provide you with not less than 24 hours prior notice (or at any time without notice in an emergency). Where we agree an appointment, you may cancel or rearrange it by contacting us not less than 24 hours beforehand. However, should you agree an appointment with us, but fail to turn up or allow us the access we need, we reserve the right to charge you our reasonable costs
- 3.7. Sometimes we may need to make minor changes to the Services that we provide. Where we need to make more significant changes to the Services, which may materially detract from your experience, we will provide you with not less than 30 days' notice. Where we make changes, which will in our reasonable opinion improve your experience, we do not need to give you any notice.
- 3.8. If we feel that your Internet activities result in data usage, which is so excessive that other users on the network are (or the network itself is) adversely affected, we may contact you (by telephone, email or otherwise). In extreme circumstances, should the levels of activity not reduce to an acceptable level, we may suspend or terminate your access to the affected Service(s).
- 3.9. We may, at our discretion, run manual or automatic systems to determine your compliance with our Acceptable Use Policy as set out at paragraph 8 below (e.g. scanning for "open mail relays"). By using our Services, you are deemed to have granted permission for this limited intrusion into your use of the Service and of any equipment used by you to access that Service.

### **4. Equipment and Software**

- 4.1. Where you have ordered a Service, which requires Service Equipment to be provided by us, we will deliver such Service Equipment to the accommodation address that you provide at registration and/or make available to you any required software for download from our portal, as specified in the relevant Service Terms.
- 4.2. Any Service Equipment that we provide to you remains our property unless the Service Terms state otherwise.
- 4.3. You agree that you will look after any Service Equipment. You will not connect equipment to the Service Equipment, which does not bear the European Consumer Equipment Standards CE

mark or connect anything that may harm the Service Equipment or our network. If our Service Equipment is damaged other than through normal wear and tear, you agree to pay us our reasonable costs for its replacement or repair.

- 4.4. You agree that you will obey any reasonable instructions that we give to you and will not use any of our Service Equipment for any other purpose than for which it was supplied.
- 4.5. You agree that you will not open or disassemble our Service Equipment, remove any labelling, attempt to modify or repair it. Furthermore, you will not remove, copy or modify any software or firmware required for its operation or publish it or provide it to any other person.
- 4.6. Likewise, where we provide software for your use, it is for your personal use only and you must not copy or modify it, remove any markings or labelling, publish it or provide it to any other person.
- 4.7. If you do not follow these instructions, you agree to indemnify us against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages reasonably arising from or incurred as a result of your actions.
- 4.8. Should any of our Service Equipment require rechargeable or replaceable batteries for its operation, you are responsible for recharging or replacing them as necessary.

## **5. IP addresses and phone numbers**

- 5.1. Where we provide you with a public IP address, we do so on the basis that you obtain no rights in the IP address and that you cannot use that IP address other than in conjunction with the Services, which we provide to you.
- 5.2. Where we provide you with a telephone number, we do so on the basis that you obtain no rights in that telephone number and that you cannot use that telephone number other than in conjunction with the Services, which we provide to you. Furthermore, you agree that you will not advertise or promote the number or try to transfer that number to any other person.

## **6. Pricing and Payment for our Services**

- 6.1. The prices for our Services are available from our portal at [myaccount.optifyourworld.com](https://myaccount.optifyourworld.com). Our prices all include VAT where relevant.
- 6.2. Our Services are provided to you on the basis that you pre-pay any charges using either a credit or debit card or other approved method. You will be asked to provide details upon registration for the Services and the amount or amounts to be credited to your account.
- 6.3. Pre-payments will be held on your account and any periodic charges or usage charges will be debited from your account as they become due.
- 6.4. Should the amount of credit on your account reduce to zero:
  - 6.4.1. You will be able to continue to use any Service based on periodic charges until the next periodic payment becomes due at which your use of the affected Service will be suspended; and
  - 6.4.2. You will not be able to use any usage based Service until the credit on the account is greater than zero (for example, you will not be able to make further telephone calls until your account is credited with more funds).
  - 6.4.3. You will be able to reactivate your Service at any time by making a payment to your account which increases the credit to the minimum level indicated.
- 6.5. In certain circumstances, the credit on your account may reduce to below zero (for example if you are charged for replacement of damaged equipment). If this happens, your Services will be suspended until your account is in credit.
- 6.6. In the event that any payment is rejected by the card issuer, we will notify you by email and you will be asked to provide new card details.
- 6.7. We will provide you with facilities to enable you to check the amount of credit on your account.

- 6.8. We will provide you with details of all charges applied to your account and the facilities to view and print out VAT invoices via a secure area on our portal.
- 6.9. Should you dispute any charges that have been applied to your account, you should contact us immediately providing details of the disputed charges and your reasons for disputing them. We will not suspend the affected Services until we have investigated any reasonably disputed amount.

## **7. Cancellation of a Service**

- 7.1. You may cancel any order for a Service by contacting us:
  - 7.1.1. Before the Service start date notified by us to you, either as set out in the relevant Service Terms or otherwise by email;
  - 7.1.2. Within 14 days of our accepting your order for that Service.
- 7.2. Should you have received any Service Equipment from us, you must return it to us undamaged and in its original packaging by contacting us and following the instructions we give you. If you fail to do so, we may charge you our reasonable costs of recovering the Service Equipment from you.
- 7.3. You may cancel any Service after the periods stated above, by giving us not less than 30 days' notice, but if the cancellation takes effect before the expiry of any 12 month minimum service period for that Service, we will not refund any pre-payments made and will apply an additional termination charge for the balance of the charges due for the remainder of the minimum service period.
- 7.4. Other than as described above, in the event of cancellation or the ending of the Agreement by you, we will refund any pre-payments you have made, less any charges for Services you have actually used.
- 7.5. These rights are in addition to any statutory cancellation rights you may in relation to the cancellation of services.

## **8. Acceptable Use Policy**

- 8.1. You must not use the Services:
  - 8.1.1. In any way that is unlawful or illegal or in a way that affects the enjoyment of other users of the Services; or
  - 8.1.2. To transmit, publish, link to, make available or receive any material which is defamatory, offensive, abusive, obscene, indecent, racist, harmful, threatening or menacing; or
  - 8.1.3. In a way that will be a breach of any person's rights, including a breach of confidence, copyright, privacy or any other rights; or
  - 8.1.4. In breach of any instructions we have given you in connection with our provision of the Services; or
  - 8.1.5. In a way that is associated with a criminal offence; or
  - 8.1.6. Either directly or indirectly to impersonate any person, entity or a minor, use a false name or a name you are not entitled to use or to commit or attempt to commit any fraud; or
  - 8.1.7. In a way that does not conform with the acceptable use or anti-spam policies of any connected networks, the standards of the Advertising Standards Authority, professional publishing standards or any internet standards; or
  - 8.1.8. To infringe by the use of any domain name, mailbox name or otherwise upon the rights of any other person in a trademark or name whether in statute or common law; or
  - 8.1.9. To send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities; or
  - 8.1.10. To intentionally disrupt or adversely affect any other person or entity's access to or use of the internet or any features which form part of the internet; or
  - 8.1.11. To transmit or cause to be transmitted any advertising, promotional or other materials that are unsolicited (commonly known as "spam"); or
  - 8.1.12. To transmit or cause to be transmitted mail bombs, chain letters or pyramid schemes.

- 8.1.13. To collect names and personal details of other users of the Services; or
  - 8.1.14. To transmit, publish, link to, make available or cause to be transmitted any material designed to obtain passwords, account information or other information from other users of the Services; or
  - 8.1.15. To carry out port scanning/probing (which is an attempt to identify an open gateway into another internet user's machine); or
  - 8.1.16. To run any program that can be used to compromise the efficiency and security of network traffic; or
  - 8.1.17. To knowingly or unknowingly cause to be transmitted worms, Trojans, viruses or other malicious software; or
  - 8.1.18. Directly or indirectly, to transmit, publish, link to or otherwise make available any confidential information or trade secrets of any person or entity.
- 8.2. If you do not follow these instructions, you agree to indemnify us against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred as a result of your actions.
- 8.3. Where it has been identified that Services have been used for such activities we may suspend or withdraw the services without notice and without liability to you.
- 8.4. At Optify, we aim to provide the very best service to all our customers. We look to run a clean network which operates on fair principles and we always investigate reports of abuse.

If you encounter something you think might constitute abuse, such as spam or inappropriate content, which you believe has come from our network or systems, please use our dedicated email address below:

[abuse@optify.net](mailto:abuse@optify.net)

We will respond within 48 hours of you notifying us.

## **9. What happens if you commit a breach of the Agreement?**

- 9.1. If you commit a breach of the Agreement through any form of misuse of a Service, we may immediately suspend that Service and/or end the Agreement. In such circumstances, you will remain liable for the charges which would otherwise have been due for the balance of any 12-month minimum term for the affected Service(s). We may also take action against you in the courts to recover any costs we incur as a result of your actions.
- 9.2. If we become aware of other ways in which you have breached the Agreement, we will normally give you a reasonable time to put matters right before we suspend your Service(s) and/or end the Agreement. Depending on the circumstances, we may tell you what you need to do for us to restore Service to you.
- 9.3. Sometimes you may break a particular term or condition of the Agreement and we will choose not to do anything about it. However, this does not mean that we cannot take action in future over you breaking that particular term or condition, or any other term or condition.

## **10. Your personal information**

- 10.1. We will respect your personal information and undertake to comply with all applicable UK Data Protection legislation currently in force.
- 10.2. Details of the UK Data Protection law and registration requirements can be found at [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk).
- 10.3. In relation to the personal information provided by you on registration, you agree that we may use such information in accordance with the purposes for which your permission has been obtained on registration.
- 10.4. In order to maintain the integrity of our Services, we reserve the right to forward your contact details to the Police, or other regulatory authorities where requested to do so; we may also

forward contact details where a complaint arises concerning your use of our Services, and where that use is deemed by us to be inconsistent with these terms.

10.5. Other than as required by law, or as permitted under these terms and conditions, we will not disclose your registration details to any third party without your permission.

## **11. Copyright and Third-Party Rights**

11.1. Any images, photographs, articles, pages, designs, drawings, software, music, information and other materials published on the internet and accessed via the services are protected by copyright. Publishing material on the internet does not mean it is available for anyone to copy. Unless the owner of that copyright specifically states that you may copy the work, you should assume that you cannot.

11.2. It is an infringement of our Acceptable Use Policy and an infringement of copyright to copy, reproduce, adapt, translate, broadcast or perform copyright protected material without permission, to make infringing copies available to the public or otherwise to knowingly deal in infringing copies.

## **12. Our responsibilities**

12.1. Our Services are provided without any warranties or guarantees unless otherwise expressly stated.

12.2. We accept unlimited responsibility if you are injured or die as a result of our negligence.

12.3. If your physical property is lost or damaged as a result of our negligence, we will pay your reasonable proven damages up to £1 million in any 12-month period for this loss or damage subject to the limitations set out below.

12.4. We have no responsibility to pay you compensation if directly or indirectly as a result of using our Services you suffer any form of financial loss, loss of business, loss of opportunity or anticipated savings, loss of goodwill or reputation, loss or corruption of data, loss due to the actions of malicious software or any other form of loss that could not have been reasonably expected and whether or not we have been negligent.

12.5. We will have no responsibility to return any pre-payments made by you in the event that we terminate any Service due to your breach of the Agreement.

12.6. Other than as described above in paragraphs 12.2 or 12.3, we will not pay compensation of more than £1,000 in any calendar year, even in the event that we have been negligent.

## **13. Communications**

13.1. We are Optify Mediaforce Limited, an England registered company number 03921568, whose registered office is at 1 Kingsmill Business Park, Chapel Mill Road, Kingston upon Thames, KT1 3TG. You can contact us at any time by telephoning 0333 308 0000, or by email at: [care@optify.net](mailto:care@optify.net). Calls may be recorded for monitoring and training purposes.

13.2. We may use email to communicate with you from time to time. Emails from us will be sent to your primary billing email address. We will consider the email delivered at the same time that it is sent.

13.3. We make all reasonable efforts to ensure that all information provided by us in connection with our Services is accurate at the time of its publication. However, there may be errors, inaccuracies or omissions in respect of which we exclude all liability. We make no representations or warranties about the information included on our web pages (including links to third parties' web pages). You shall be solely responsible for any decisions you make based on the information contained on such web pages

## **14. Complaints**

14.1. If you are having a problem with us or our services, you may want to contact us to make a complaint.

14.2. Our Complaints code of practice outlines how you can get in touch with us in order to make a complaint, and also tells you how we would deal with your complaint.

14.3. It is available online at [www.optifyourworld.com](http://www.optifyourworld.com), or you may get a copy by calling our Customer Care team on 0333 308 0090.

## **15. Events beyond our control**

15.1. We are not liable for any failure to perform our obligations if we are prevented from doing so by an event or events beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; fire; flood or storm).

## **16. Other matters**

16.1. No third party is entitled to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

16.2. The Agreement is personal to you and you cannot assign or transfer it to anyone else.

16.3. We can assign or transfer the Agreement to another company, including another company within our group of companies. If we do so, it will not adversely affect your rights under the Agreement.

16.4. This Agreement is made under and subject to the laws of England and Wales.