



Terms and Conditions For Broadband Customers

THESE CONDITIONS (the "Conditions") APPLY TO YOUR PURCHASE AND USE OF THE SUPANET BROADBAND SERVICE AND ANY PRODUCTS YOU MAY PURCHASE FROM SUPANET. ALL OF THE TERMS THAT ARE AGREED IN RELATION TO YOUR PURCHASE AND USE OF SUPANET BROADBAND SERVICES SHOULD BE SET OUT IN THESE CONDITIONS, YOUR REGISTRATION FORM, ORDER CONFIRMATION THE RELEVANT SUPANET PRICE LIST AND SUPANET'S PRIVACY POLICY AND ACCEPTABLE USE POLICY. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT YOUR UNDERSTANDING OF WHAT HAS BEEN AGREED OR IF YOU DO NOT UNDERSTAND ANY OF THE PROVISIONS, YOU SHOULD LET SUPANET KNOW. IT WILL BE MORE DIFFICULT FOR YOU TO ENFORCE A TERM THAT YOU THINK HAS BEEN AGREED IF IT IS NOT AGREED IN WRITING.

THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS

1 Meanings

1.1 Certain words used in these Conditions have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below. Others appear only in the text of these Conditions. Some apply only in certain limited conditions and you should read the Terms in detail with regards to any fees that may become payable only if those limited conditions are met:

"Abortive Visit Fee" means the sum of £75, only where applicable;

"Acceptable Use Policy" means the acceptable use policy at <http://www.supanet.com/supanet/aup.html>;

"Charges" means the charges payable by you for the Service, details of which appear on the Supanet portal and can be obtained by visiting My Account at the following address: http://www.supanet.com/my_account.

"Contract" means the agreement between us which is made up of these Conditions, your Registration Form, the Price List, the Privacy Policy and the Acceptable Use Policy;

"Disconnection Fee" means £60, only where applicable;

"Migration" means the transfer of an existing broadband service with another Internet Service Provider to Supanet broadband;

"Minimum Period" means the minimum subscription period that applies to the broadband package you ordered from Supanet as set out on the Supanet portal, in your order confirmation and viewable in My Account, and commencing on the Start Date;

"Modem" means any broadband modem or ADSL Modem with Built-In Wireless Router (together with an ancillary hardware or software including but not limited to line filters) and routing equipment supplied to you by Supanet;

My Account means the function that allows you to view the details of your chosen Service following sign-up at destination address:

http://www.supanet.com/my_account. (my_account)

"Order" means the order you place with Supanet for the Services either online or over the telephone;

"Order Confirmation" means the communication sent by post or email to you by Supanet confirming your order.

"Postboard" means the Supanet postboard at <http://www.supanet.com/postboard>;

"Premises" means the residential address at which Supanet agrees to provide the Service to you;

"Privacy Policy" means the privacy policy at http://www.supanet.com/supanet/corporate_terms/

"Re-connection Fee" means the sum of £60, only where applicable;

"Registration Form" means the form displayed on-line by us and completed by you or the Order Form completed by you or the Registration Form completed by one of our telephone sales representatives from information provided by you over the telephone

"Service" means the Supanet broadband internet access services more particularly described in the Order Confirmation and in My Account;

"Service Availability Area" means the geographic area where the Service is available from time to time, as published on Supanet's website at the following address: <https://signup.supanet.com/cgi-bin/signup?adslicheck=y>

"Start Date" means the date when the Service is first made available for you to use;

"Supanet" or "our" or "we" means Supanet Limited, company registration number 3995772, whose registered office is at Indigo House, Blackburn Road, Simonstone, Burnley, Lancashire, BB12 7NQ;

"Support Service" means the support provided as part of the Service under condition 17;

"Telecom Provider" means Supanet's provider(s) of elements of the Service, namely BT or such other provider as may provide elements of the Service to Supanet from time to time;

"Third Party Modem" means a Modem that is not supplied to you by Supanet as part of the Service;

"us" means you and Supanet; and

"you" and "your" means the purchaser of the Service "Usage allowance" means the monthly data-download allowance, measured in Gigabytes, included with Supanet broadband products.

2 Contract Formation

Online

2.1 You will have the opportunity to check the information on your Registration Form before you submit it to Supanet so that you can correct any input errors.

2.2 Completing a Registration Form and submitting it to Supanet will be treated as an offer by you to purchase the Service and any Modem for the price specified in the Registration Form. Upon receipt of your Registration Form Supanet will verify your Order and will send you an Order Confirmation accepting your order. The contract between you and Supanet is formed and becomes

legally binding when you receive the Order Confirmation.

2.3 Supanet may decline your Order for whatever reason. If we do you will be notified as soon as possible.

Telephone Orders

2.4 Placing an Order over the telephone with one of our telephone sales representatives will be treated as an offer by you to purchase the Service and any Modem for the price notified to you and specified in the Registration Form. Upon receipt of your offer Supanet will verify your order and will send you an Order Confirmation accepting your order. The contract between you and Supanet is formed and becomes legally binding when you receive the Order Confirmation.

2.5 Supanet may decline your Order for whatever reason. If we do you will be notified as soon as possible.

3 The Service

3.1 In exchange for your payment of the Charges, we will provide you with the Service and you agree to use and pay for the Service on the terms and conditions of the Contract.

3.2 Before we can provide the Service the following conditions must be met:

3.2.1 you must have:

(a) a valid contract for the use of an analogue direct exchange line which terminates on a master socket forming part of a Telecom Provider's telecommunication network;

(b) a PC which meets the minimum technical requirements, which are:

Operating System
Windows Me, Windows 2000, Windows XP, Windows Vista
System Requirements
200 MHz or faster

Available USB port

CD Rom drive

(c) a line filter (also known as a micro filter) which Supanet may provide you with as part of the Service.

(d) An ADSL Modem or router.

3.2.2 the Premises must be within the Service Availability Area;

3.2.3 the Modem must be correctly installed; and

3.2.4 the line must be activated by the Telecom Provider to accept the Service.

3.3 Activation of the Service may result in you experiencing a temporary loss of your analogue line. We accept no responsibility for and will not be liable for this loss.

3.4 Some modifications may need to be made to your PC to enable you to use the Service and it is your responsibility to ensure that such modifications do not invalidate the terms of any warranty or contract you may have in relation to your PC. We will not be liable for the invalidation or breach of your PC'S warranty or any other contract relating to your PC as a result of work carried out by you, Supanet or Supanet's agents in order to make your PC operate with the Service unless such breach or invalidation is a result of Supanet's negligence.

4 Business Use

4.1 The Service is provided exclusively for personal use and may not be used for

business or commercial use without the express prior written consent of Supanet.

4.2 If you use the Service for business purposes you agree that you do so without any conditions, guarantees or warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are hereby expressly excluded to the maximum extent permitted by law. If you are a business user, we will not be liable to you for and hereby exclude all liability for consequential and indirect losses and any loss of profit, business opportunity, goodwill, reputation, revenue or anticipated savings, wasted expenditure or loss of data suffered by you in connection with the Service, whether in contract, tort (including negligence or otherwise) and whether or not such losses were foreseeable at the time you entered into the Contract.

4.3 The Cancellation Period in condition 13 below does not apply to business users.

5 Quality and Continuity of Service

5.1 We do not warrant (or promise) that the Service will be free of defects, uninterrupted or secure but we will endeavour to correct reported defects as soon as we reasonably can. In performing its obligations under the Contract Supanet will exercise the care and skill to be reasonably expected of a competent internet service provider.

5.2 Supanet's provision of the Service is dependent upon the operation of the Telecom Provider's telecommunications network and the operation of the internet in general. The Service is provided to you on a contended basis, which means that you share network capacity with other customers. The contention level and maximum access rate (or speed) of your connection is specified in the Order Confirmation and in My Account. This is a maximum speed and the actual access rate may vary from time to time due to the fact that the Service is contended. Supanet will not be liable for any failure or delay in service that is due to problems with the Telecom Provider's telecommunications network or the internet in general, except to the extent that those problems are caused by Supanet's negligence.

5.3 Where you use a Third Party Modem in conjunction with the Service Supanet's provision of the Service is dependent upon the operation of the Third Party Modem. Supanet will not be liable for any failure or delay in service that is due to problems with the Third Party Modem, except to the extent that those problems are caused by Supanet's negligence.

5.4 From time to time we may suspend the whole or any part of the Service for routine maintenance work. We will give you as much notice of such suspension as reasonably possible by posting details on the service status page at http://www.supanet.com/help/help_service_status (help_service_status) or by e-mail, but we will not be liable for any loss suffered by you or others as a result of such suspension.

5.5 Whilst Supanet uses reasonable endeavours to keep its Service secure and free of viruses, worms and other hostile code it does not guarantee that this will be the case. Supanet reserves the right to suspend the whole or any part of its Service at any time without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.

6 Line Migrations and Transfer of Service and Disconnection Fees

6.1 If you have previously received broadband

services from another internet service provider Supanet may be able to provide the Service to you using your existing telephone line and without the need to provision a new line. As part of the order/registration process Supanet will seek to determine whether or not the transfer of your existing provisioned telephone line ("Migration") is possible. Where Migration is possible the time it takes to migrate your telephone line to enable you to receive the Service will vary depending upon the telecom provider and the contract you have with your telecom provider. You will not be able to use the Service until the Migration process has been completed. Supanet will do all that it can to migrate your line as quickly as possible. If Supanet has been unable to migrate your line within thirty (30) days from the date of your Order you may cancel the Contract by serving notice. You will be refunded any charges that you may have paid.

6.2 If you have previously received a slower broadband service from another internet service provider, such as 512K, and wish to subscribe to faster Supanet broadband products, Supanet will seek to migrate your line in accordance with condition 6.1 above. Due to technical constraints outside of Supanet's control, when your line is Migrated, you will initially receive Supanet's broadband Service on a like-for-like basis with the service you received from your previous internet service provider. Once Migration has taken place Supanet will seek to upgrade your line to enable you to receive the faster broadband Service. The upgrading of your line should take between five (5) and twelve (12) days. Your ability to receive Supanet's faster broadband Services will be dependent on the quality and physical limitations of your telephone line. If due to these matters, which are outside of Supanet's control, your line cannot be upgraded to the maximum speed otherwise available, you agree to receive Supanet's broadband Service for the remainder of the Contract at the optimum speed available at your premises. You agree that Supanet's inability to upgrade your telephone line will not amount to a breach by Supanet of its obligations under the Contract entitling you to cancel or terminate. The Charges payable by you for the Service will be the charges for the broadband Service as set out in your Order Confirmation and in My Account.

6.3 If you move from the Premises and wish to continue to receive the Service at your new address or otherwise want to receive the Service at an alternative address you should contact Broadband Address & Number Change Support on 0800 138 3317. We will terminate the Service at the Premises and advise you whether you are able to receive the Service at your new premises. If you are able to receive the Service at your new premises, subject to you committing to a new Minimum Period, we will arrange for our Telecom Provider to provision the telephone line at your new premises to enable you to receive the Service. Within 14 days of the transfer of the Service to your new address we will refund any Charges that you pre-paid for the period you were without the Service as a result of the transfer.

6.4 If, for reasons outside of our control, you are unable to receive the Service at your new premises we will refund any Charges that you pre-paid for the period you were without the Service as a result of the termination. Unless the Minimum Period has expired, we will charge you a Disconnection Fee which we will, where possible, deduct from any pre-paid Charges that we would otherwise return to you under this condition 6.4.

6.5 If you are able to receive the Service at your new address but, for whatever reason, decide not to do so then you will remain liable for the Charges for the remainder of the

Minimum Period and such Charges will become immediately due and payable. You will not be required to pay a Disconnection Fee.

7 Storage Space

7.1 As part of the Service we may provide you with email facilities, web hosting and other services that involve Supanet providing storage space. In order to manage its computers and services Supanet may restrict the amount of storage space it provides. The current limits are set out on the Supanet portal and in My Account. We reserve the right to vary these limits from time to time and we will keep you informed via the Postboard of any changes. We also reserve the right to refuse to accept material and/or to delete material, which exceeds the relevant limit.

8 Privacy Policy

We will hold all information that you submit about yourself in a computer database. The ways we use your data are detailed in the Privacy Policy. For the purposes of providing you with telephone support you agree to your personal data being accessed from outside the EEC.

Please note that calls may be recorded and/or monitored for training and quality purposes.

9 Charges

9.1 You must pay the Charges for the Services as stated in your order confirmation on registration that are payable monthly in advance. For your 1st monthly bill, you will be Charged from the date your Broadband line becomes active until the 27th of the month together with one month's subscription fee in advance. (For example; if you join on the 15th of the month, you would be Charged 13 days ((pro-rata)) plus one month's subscription fee). Charges will be calculated in accordance with details recorded by or on behalf of Supanet. Except as provided in condition 9.2 below, you are responsible for all Charges incurred as a result of your use of the Service and the use of the Service by any person via your account. Your monthly payment will be collected from your account on or around the 7th of each month. For customers upgrading the pro-rata charge will not apply.

9.2 Supanet will not hold you responsible for the Charges for any use of the Service that is made via your account without your authority as a result of Supanet's negligence or breach of these Conditions but this exception will not entitle you to a refund of the whole or any part of an "all inclusive" Charge (for example, a fixed Charge that is not linked to the use of the Service during the relevant month).

9.3 You must pay the monthly charges by direct debit or by credit card* within 14 days of the date of Supanet's invoice. Supanet may charge daily interest on any overdue payment at a rate equal to 4% per annum over the base lending rate of HSBC Bank Plc from time to time and/ or suspend and/ or terminate the whole or any part of the service. In the event that Supanet terminates the service for non-payment of the Charges, you will be liable to pay the Charges that would otherwise accrue during the remainder of the Minimum Period if you had not chosen to terminate, or, where Supanet in its absolute discretion elects a Disconnection Fee. These Charges will become due and payable by you in full immediately upon termination of the Service if you terminate before the Minimum Period has expired.

* Using a credit/ debit card will be subject to a monthly handling fee of £0.59p per transaction

9.3.1 If the details we currently hold for your monthly automated payment fails for any reason out of Supanet's control, you may be

subject to a default fee of £5.00. This Charge will be added to your account immediately after our monthly collection date and becomes liable for payment together with that month's Charge.

9.3.2 If we do not hold valid payment details for your monthly automated collection, for example; your card has expired or your direct debit has been cancelled and you have not contacted Supanet to advise us of new automated payment details; you may be Charged a monthly fee of £5.00 for a handling Service on a monthly basis to process cheques/ postal orders/ cash.

9.3.3 If you have paid your account by cheque and this is returned by your bank unpaid, please note you may be liable for an additional charge of £10.00. This Charge will be applied to your account immediately and becomes liable for payment together with the current month's Charge.

9.4 If, following termination of the Service, you wish to resume the Service, Supanet reserves the right to charge a Reconnection Fee.

9.5 Supanet reserves the right to charge an Abortive Visit Fee in the event that Supanet or its agents attend at your Premises for the purposes of investigating and/or repairing a fault with the Service reported by you and the cause of the fault is found to be due or caused by your act or omission, misuse of the Service or a failure by you to comply with your obligations under these Conditions.

9.6 All Charges include any applicable Value Added Tax (VAT) and, where the package purchased includes a Modem, the cost of the Modem (including delivery).

9.7 You acknowledge and accept that you may be subject to Supanet's credit vetting policy procedures.

9.8 If you dispute any Supanet invoice, you must notify Supanet within 14 days of that date of the invoice giving full written reasons for the dispute. You must pay any undisputed sum in accordance with condition 9.3.

9.9 You must ensure your payments are received within the due dates. If payment is not received on time you may become liable for additional Charges (please refer to section 9.3.1)

We will suspend and/ or cancel the Services. You may also become liable for the cost of debt recovery proceedings to recover any debt you may owe under this contract.

9.10 Should you exceed any bandwidth allowances applicable to your broadband package, as detailed in condition 10.3, you will be charged for each additional Gigabyte used in excess of your Usage Allowance in accordance with condition 10.6 below.

10 Your Responsibilities and Obligations

Use of the Service

10.1 Except as provided below, you are responsible for your use of the Service and for any use of the Service made using your account, whether or not you authorised or were aware of such use. Supanet will not however hold you responsible for any use of the Service that is made via your account without your authority as a result of Supanet's negligence or breach of these Conditions.

10.2 Your Service account is for a single connection only. You may not have more than one concurrent connection to the Service at any time. Supanet will only provide Technical Support for the single user PC USB modem provided as part of the Service or purchased from Supanet. If you chose to provide your own ADSL modem, or set-up your own network via an ADSL router (wireless or otherwise), this will be entirely at your own risk and Supanet cannot assume responsibility for any hardware or software associated with

your network or its compatibility with the Service and will not provide Technical Support or advice for such devices or configuration. You may not transfer or give out your account details for others to use.

Usage Allowance

10.3 Certain broadband packages have monthly data transfer allowances (usage allowances) that stipulate the amount of data you can transfer each month, measured in Gigabytes. Details of the usage allowance applicable to your chosen package are stated on the Supanet portal. 'Unlimited' packages are all subject to a fair usage allowance of 30GB per month. Should the amount of data you transfer exceed this fair usage allowance Supanet may, at its option, limit your usage by use of "speed limiter", which prevents further data transfer once the threshold has been reached, or charge you for data transferred in excess of the 30GB allowance in accordance with condition 10.6.

10.4 Measurement of your data transfer is done automatically and all data is gathered in accordance with Supanet's Privacy Policy.

10.5 You can monitor your usage and the amount of data you transfer each month in My Account.

10.6 You will be charged for additional bandwidth usage in 1 Gigabyte increments at the rate of £0.99 plus vat per Gigabyte. Supanet may vary this rate from time to time. In the event that it does so rate changes will be notified to you via the Postboard. Information and guidance on bandwidth use can be found on the Supanet Portal.

10.7 You may upgrade to products with higher usage allowances at any time. To do so please contact the sales line above. You may only downgrade your broadband product to a product with a smaller usage allowance at the conclusion of the minimum period.

Mailbox Housekeeping

10.8 In order to enable Supanet to continue to provide the Service to its customers, Supanet imposes limits upon the amount of email server storage space that it makes available to its customers. Details of the storage space that is available to you are set out in the price pages relating to the Service you order. You can access these, and other information relating to your account at http://www.supanet.com/my_account. Supanet reserves the right at any time without prior warning to:

10.8.1 Delete from your mailbox any emails stored in excess of your limit;

10.8.2 Reject any new email sent to your inbox if your mailbox does not have sufficient storage capacity to accept them; and

10.8.3 Delete any emails stored in your mailbox for in excess of 60 days.

IF YOU WISH TO RETAIN ALL OR ANY E-MAILS IN YOUR MAILBOX BEYOND 60 DAYS YOU ARE ADVISED TO DOWNLOAD YOUR E-MAILS TO YOUR PC. INSTRUCTIONS AS TO HOW TO DO THIS CAN BE FOUND AT: http://supanet.com/help/using_outlook_express (using_outlook_express)

Webpace

10.9 You are solely responsible for the content of any web space provided to you as part of the Service. Supanet reserves the right to

remove from your web space without prior notice any materials that do not comply with the AUP.

10.10 In order to enable Supanet to continue to provide the Service to its customers, Supanet imposes limits upon the amount of bandwidth and storage that it makes available to its customers. Details of the allocations available to you are set out in the price pages relating to your product. You can access these and other information about your account in My Account. Supanet reserves the right at any time without prior warning to suspend the provision of the Service if you are using excessive bandwidth.

10.11 The web space provided to you as part of the Service cannot be linked to a third party (i.e. non-supanet.com) domain name, and does not provide functions such as CGI scripts or access logs. The Support Service Supanet provides does not extend to the provision of support for HTML authoring or web page design.

10.12 You are responsible for backing up data on your web pages. Supanet will not keep copies of your web pages and will not be responsible for the loss of data or content on those pages if you have failed to back them up.

General

10.13 You agree that you:

10.13.1 are over 18 years of age;

10.13.2 will comply with any policies or guidelines we publish governing how you are allowed to make use of the Service including, but not limited to, the Acceptable Use Policy;

10.13.3 are responsible for providing, paying for and complying with the conditions applicable to, an appropriate telecommunications connection provided by the Telecom Provider and you agree that you will not block any means of identifying you which that connection supplies;

10.13.4 are responsible for providing an appropriate PC and any other hardware, software or other equipment necessary (other than any Modem we may supply to you as part of the Service) to enable you to use the Service (details of which are given in condition 3.2.1);

10.13.5 will provide true, complete and accurate information in any communication with us including when you order or register to use the Service and that you will notify Supanet immediately of any changes to the information provided;

10.13.6 will take all steps necessary to ensure that any password allocated to you is kept confidential and is not used by any third party and notify Supanet immediately if you have any reason to believe that any such password has become known to a third party and/or that a third party is using or is likely to use such password to access the Service ;

10.13.7 will make appropriate security and confidentiality provisions in relation to your use of the Service and ensure that you have up to date virus protection in place on your PC at all times; and

10.13.8 will keep any appointments agreed with Supanet or its agents, for the provision of the Service that are necessary for the repair of the Service and acknowledge that failure to do so may result in an Abortive Visit Fee becoming payable by you.

11 Breach of your Obligations

11.1 If you breach, or we reasonably suspect that you have or may breach, any of your

obligations under these Conditions (including but not limited to payment of Charges) we may terminate and/or suspend the provision of the whole or any part of the Service without prior notice.

11.2 Suspension of the Service under condition 11.1 will continue until such time as we have investigated the breach or suspected breach and determined that there was in fact no breach or that the breach in question has stopped, been remedied (where possible) and we are satisfied that it will not occur again. If we find that you have breached your obligations under these Conditions suspect that you may breach or will continue to breach your obligations, we shall be entitled to terminate the provision of the whole or the relevant part of the Service pursuant to condition 11.1 and subject to condition 11.3 below.

11.3 If we terminate the provision of the Service as a result of your breach, you will be liable to pay the Charges for the remainder of the Minimum Period which would have otherwise been payable to us if we had not terminated, or, where Supanet in its absolute discretion elects, a Disconnection Fee. The Charges or (where we elect) the Disconnection Fee will become immediately due and payable by you upon termination of the provision of the Service.

12 Modem Agreement

12.1 Where a Modem is included in your subscription to the Service, Supanet or its representative will deliver the Modem to the Premises or another location in the United Kingdom notified to Supanet by you. We will deliver the Modem to you within (10) ten days of the provisioning of your telephone line to receive the Service or thirty (30) days of the date of your order which ever is the earlier. The cost of delivery is included in the Charges unless you fail to take delivery of the Modem, in which case we reserve the right to charge you for any failed delivery.

12.2 You must inspect the Modem upon receipt and inform Supanet in writing within five (5) days of delivery of any damage or missing items.

12.3 The risk of damage to or loss of the Modem passes to you when the Modem is delivered to you. This means that you will be responsible if the Modem is stolen, lost or damaged once it has been delivered to you.

12.4 If you have purchased a Modem from Supanet, it will not belong to you until Supanet has received full payment for it.

12.5 If the Modem is provided to you as part of your subscription to the Service, the Modem will remain the property of Supanet and you may not dispose of it, sell it, or lend it to anyone. You must maintain the Modem in a good condition (fair wear and tear accepted) and, within thirty (30) days of the cancellation or termination of your Contract, return it to Supanet. If you fail to return the Modem to Supanet within thirty (30) days of the cancellation or termination of the Service, you will be liable to pay for the Modem at the price for the Modem on the day you ordered the Service.

12.6 Before you install the software supplied with the Modem and before you connect the Modem to your PC, you should back up or save any data on your PC. You must install the Modem and the software provided with the Modem in accordance with the installation instructions provided. Supanet will not be liable for any damage caused by installation of the Modem and the software supplied with the Modem other than in accordance with the installation instructions.

12.7 Modems purchased from Supanet are

covered by a manufacturer's warranty. The length of the warranty will vary depending upon the manufacturer but will not be less than twelve (12) months from the date of purchase. Details relating to the manufacturers' warranty will be supplied with the Modem. If the Modem develops a fault during the warranty period, you should contact Supanet.

12.8 In the event that a fault develops with a Modem supplied by Supanet as part of the Service you should contact us and we will arrange a replacement. You must return the faulty Modem to Supanet or its appointed agent within 14 days of receipt of the replacement Modem. If you fail to return the faulty Modem to Supanet within 14 days, Supanet reserves the right to charge you the full replacement cost for the Modem unless proof of postage is provided to Supanet.

12.9 If you use a Third Party Modem as part of the Service Supanet cannot be held responsible for any interruptions to or degradation of the Service caused by or attributable to the Third Party Modem. Supanet cannot and does not accept liability for any faults you may encounter except where caused by Supanet's negligence. Should you encounter a problem with your Third Party Modem you should contact either the person who sold you the Third Party Modem and/or the manufacturer of the Third Party Modem.

13 Right to Cancel - Cooling Off Period

13.1 The Consumer Protection (Distance Selling) Regulations 2000 (the "Regulations") entitle consumers to cancel orders for goods and services purchased at a distance during designated cancellation periods. Goods and services are purchased at a distance if they are purchased without face to face contact with the supplier or the supplier's authorised agent. This condition 12 sets out how the Regulations apply to your purchase of the Service from Supanet by distance means.

13.2 The Service

13.2.2 In normal circumstances, the Regulations would give you a period of seven (7) working days, starting on the date after the date upon which you order the Service, in which to cancel your order for the Service. However, in order to provide the Service to you as soon as possible, Supanet may start performing the Contract by asking its Telecom Provider to activate your line to receive the Service before the expiration of that seven (7) working day period. Once Supanet has asked its Telecom Provider activate your line, thereby commencing the performance of the Contract, your right to cancel the Contract under the Regulations ends and you will not be entitled to cancel your order. By placing your order, you agree that Supanet may start performing the immediately and acknowledge that your right to cancel your order under the Regulations will be lost when Supanet asks its Telecom Provider to activate your line. Supanet may ask its Telecom Provider to activate your line at any time after you place your order.

13.3 The Modem

13.3.1 If Supanet separately sells you a Modem, you have a period of seven (7) working days starting on the date after the date upon which the Modem is delivered to you (the "Cancellation Period") in which to cancel your order for the Modem. This cancellation period does not apply if Supanet is providing the Modem to you as part of the Service. (Working days are all days other than Saturdays, Sundays and UK public holidays).

13.3.2 If you wish to cancel your order for the

Modem, you must inform Supanet within the Cancellation Period. If you wish to cancel any of your Supanet services please call 0800 915 8183. Upon receipt of your notice, Supanet will cancel your order for the Modem and, if you have made any payments to Supanet, Supanet will refund those payments within 30 days of the date upon which it received your notice of cancellation of your order.

13.3.3 You have a duty under the Regulations to return the Modem (and any software provided with the Modem) to Supanet. The Modem can be returned to Supanet by either sending it to Supanet at your expense or by arranging for Supanet to collect it from your premises at your expenses. Supanet's charges for collecting the Modem from you will not exceed the costs that Supanet actually incurs in arranging collection. You are obliged by the Regulations to retain and take reasonable care of the Modem until it is returned to Supanet and (allowing for the removal of packaging) must retain/return it in the same condition in which it was delivered to you. If you choose to return the Modem to Supanet yourself you are under a duty to take reasonable care to see that it is received by Supanet and is not damaged in transit. Failure to return the Modem (and associated software) to Supanet is a breach of your statutory duty and Supanet reserves the right to take action against you if you fail to return the Modem.

14 Cancellation and Suspension

14.1 Your Contract will continue for the Minimum Period whereafter it will continue until you cancel it by giving Supanet not less than one month's notice of cancellation. Your cancellation of the Contract will take effect on the expiration of the one-month's notice, when we will disconnect the Service. You will continue to be liable for and must continue to pay the Charges during the notice period. If you wish to cancel any of your Supanet services please call 0800 915 8183.

14.1.1 Cancellation of your account within 24 months of your account activation date or most recent upgrade will incur a cancellation charge of £39.99. If cancellation occurs before the expiry of the Minimum Period you will also be liable to pay the Charges that would otherwise accrue during the remainder of the Minimum Period.

14.1.2 Cancellations that require the Broadband service to be ceased on the line will incur a cease order charge. Customers who migrate their account using a MAC code will not incur this charge.

14.2 If you terminate your telephone account with the Telecom Provider or change the services on the telephone line on which you currently use the Service so that the Service is unable to operate normally, we will cancel the Service. You will be liable to pay the Charges that would otherwise accrue during the remainder of the Minimum Period if the service had not been terminated for this reason, or where Supanet in its absolute discretion elects, a Disconnection Fee. The Charges or (where we elect) the Disconnection Fee will become immediately due and payable in full by you upon termination of the provision of the Service. Disconnection charges will not apply if cancellation occurs after the expiry of the Minimum Period.

14.3 Either of us may terminate the Contract (thereby cancelling your subscription to the Service) immediately upon written notice to the other if the other materially breaches any of the terms of the Contract (and, if the breach is capable of remedy, fails to remedy it within thirty (30) days of being asked to do so in writing) or becomes bankrupt or insolvent or goes into liquidation.

14.4 Supanet may cancel the Contract (thereby cancelling your subscription to the Service) immediately upon written notice if, for any reason, it generally stops providing the Service .

14.5 You will be entitled to a refund of any pre-paid Charges in respect of which you will not receive the Service as a result of your termination under condition 14.3 or Supanet's termination under condition 14.4.

14.6 If Supanet terminates the Service under condition 14.3 you will be liable to pay the Charges that would otherwise accrue during the remainder of the Minimum Period if the service had not been terminated for this reason, or where Supanet in its absolute discretion elects, a Disconnection Fee. The Charges or (where we elect) the Disconnection Fee will become immediately due and payable in full by you upon termination of the provision of the Service.

14.7 If Supanet has supplied you with a Modem as part of the Service you must return the Modem to Supanet within thirty (30) days of cancellation or termination of the Contract. If you fail to do so you will be liable to pay for the Modem at the price for the Modem on the day you ordered the Service.

14.8 Supanet reserves the right to suspend, restrict, and/or terminate your access to the Service or any part of it if we believe your use of the Service causes or is likely to cause the whole or part of the Service to be interrupted, damaged, rendered less efficient or in any way impaired or contravenes the Acceptable Use Policy , any other obligation in condition 10 or the obligation in condition 4.1.

14.9 Following termination of the Contract /cancellation of your subscription to the Service for any reason we will stop providing the Service to you and, without prior notice:

14.9.1 delete all emails in your email account;

14.9.2 remove your web site and delete any information held on it;

14.9.3 reject all emails sent to your email account and notify the sender that your email account is inactive;

14.9.4 cancel all email functionality provided to you as part of the Service; and

14.9.5 delete all web space provided to you as part of the Service and the content of that web space.

15 Warranties and Liability

15.1 We make no warranties (or promises) and accept no responsibility for the accuracy of any material, data or information provided to, access by or made available to you by any third party or regarding any goods or services purchased or obtained or any transactions entered into by you using the Service . We will use reasonable endeavours to ensure that any material data and information we provide will be accurate but do not promise that it will be complete, sufficient or error free.

15.2 Your use of a Third Party Modem in conjunction with the Service is entirely at your own risk. Supanet will not be liable to you for any degradation of service, any interruption to or inability to receive the Service or any loss or damage caused by or attributable to any Third Party Modem , except insofar as may be caused by Supanet's negligence.

15.3 Supanet does not seek to exclude or limit its liability for fraudulent misrepresentation or for death or personal injury resulting from Supanet's negligence.

15.4 We will be liable to you for any direct

physical damage to your property to the extent that it results from Supanet's negligence up to a maximum of £250,000 in respect of any one event or series of related events, up to a maximum of £500,000 in respect of any series of unrelated events which take place within a single calendar year.

15.5 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), Supanet's liability in respect of direct loss suffered by you shall be limited to £250 in respect of any one event or series of related events.

15.6 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), Supanet will not in any event be liable for any loss or damage arising in connection with or arising out of the provision, functioning or use of the Service that was not reasonably foreseeable at the time the Contract was entered into and we shall not be liable for any other damages except as provided in the Contract.

16 Variations

16.1 We may make minor variations to these Conditions at any time by posting such variations on the Postboard. If we make any major changes to these Conditions we will notify you of the changes by email and, if you do not agree to be bound by the changes made you should notify Supanet in writing within two (2) weeks of the date we notified you of the change whereupon we will cancel your Contract and refund any pre-paid Charges in respect of which, as a result of the cancellation, you will not receive the Service.

16.2 We may make changes to the Service at any time and will post details of any material changes on the Postboard. If your use of the Service is detrimentally affected by any such change, you may cancel your Contract immediately upon written notice to Supanet whereupon we will cancel your subscription to the Service and refund any pre-paid Charges in respect of which, as a result of the cancellation, you will not receive the Service .

17 Software and Intellectual Property Rights

17.1 We grant to you a personal non-transferable and nonexclusive licence to use exclusively in connection with the Service any software and documentation owned by Supanet and provided or made available for your use of the Service by Supanet. This licence will cease immediately on termination of the Contract . If we supply you with software and/or documentation provided by a third party, you must use that software in accordance with the terms of software licence agreement supplied with it. You agree that you will abide by the terms of such licences. All rights in all software and documentation owned by Supanet remain the property of Supanet or its licensors.

17.2 Except to the extent permitted by law, you must not and must not permit any other person to copy, modify, alter or adapt any software or documentation provided by Supanet including, but not limited to, translating, decompiling, disassembling or creating derivative works.

17.3 You may not transfer, assign, distribute, rent, lend, sublicense or lease any software or documentation provided by Supanet.

17.4 You must keep confidential and protect the contents of any software or documentation provided by Supanet. This obligation of confidentiality and protection shall survive the cancellation or termination

of the Contract but shall not extend to any information, which is in or comes into the public domain other than as a result of your breach of this condition 17.4.

17.5 Any addresses such as email addresses, IP addresses and domain names assigned to you by Supanet are and shall remain the property of Supanet . Unless we have agreed otherwise in writing, you will not be entitled to a dedicated IP address.

18 Technical Support

18.1 Supanet offers telephone technical support ("Technical Support") in respect of the Service. If you require technical support please contact Supanet Technical Support on:

0906 700 1005 broadband Support - 50p per minute
0800 138 3317 broadband address/number change - free

18.2 Technical Support is offered in respect of the following hardware and software associated with the Service :

- * Windows ME (Millenium), Windows 2000, Windows XP Home and Windows Vista;
- * Your Modem (excluding Third Party Modems);
- * Filters supplied by Supanet;
- * Installation of hardware and software provided by us in respect of the Service;
- * Internet Explorer (connection, basic settings and advance settings);
- * Outlook Express (connection, basic settings and advance settings);
- * Microsoft Outlook (connection, basic settings and advance settings);
- * Faults of loss of connectivity in respect of the line provided by our Telecom Provider (we will refer any problems you may have to our Telecom Provider and act as a go between to try and resolve your problem).

18.3 Technical Support does not include support for the following:

- * Support of third party hardware (including but not limited to Third Party Modems) or software (ie hardware or soft ware supplied to you by manufacturer's and/or suppliers other than Supanet.
- * Apple Mac PC's
- * Routers, switchboards, pbx or networks through which you may access the Service .

19 General

19.1 Any particular right that you/we may have under the Contract will not affect any other right that you/we may have at law or under the Contract

19.2 If either you or we choose not to enforce or rely on any right that you/we may have under the Contract , you/we will not be prevented from relying upon that right should you/we choose to enforce or rely on it at a later date.

19.3 If a court or other regulatory body decides that any part of the Contract is not enforceable, the remaining parts of the Contract will still apply to your purchase of and Supanet's provision of the Services.

19.4 The Contract only gives rights to and places obligations upon you and Supanet. No other person or company has any rights under the Contract or may enforce it against either you or Supanet.

19.5 The Contract is governed by the relevant United Kingdom law (England and Wales, Scotland or Northern Ireland) and any disputes under it will be decided by the relevant courts of the United Kingdom.

19.6 Neither you or Supanet will be not liable for any failure or delay in performance of the Contract to the extent that such failure is due

to circumstances beyond (as appropriate)
your/Supanet's reasonable control.

20 How to Give Notice

20.1 If you wish to cancel any of your Supanet services please call 0800 915 8183. Lines are open 9am-7pm Monday to Friday.

20.2 If either of us gives a notice to the other under the Contract (including, without limitation, to cancel it) this must be done in writing, either by delivery by hand or first class post, sent to the intended recipient at the following address:

20.2.1 To Supanet: at the postal address shown on the Supanet web site or an alternative address which we may give you.

20.2.2 To you: at the postal or email address you specify when registering for the Service or an alternative address which you may give to Supanet, or at the email address provided to you as part of the Service.

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