

Terms of Use, Acceptable Use and Privacy Policy

Form of User Agreement for Residential Accommodation

Note: For statutory right to cancel see Appendix 1

Definitions

“Additional Services” means 4Voice or any other service offered by ASK4 and subscribed to by the Customer

“Agreement” means together the terms set out in this document and the terms set out in the Service Confirmation

"Applicable Laws" means any law, statute, statutory provision or subordinate legislation and any other enactment, order, regulations, guidelines or industry code and applicable judgment of a relevant court of law or decision of a tribunal or competent authority which creates binding precedent, as may be amended, modified, extended, substituted, superseded, varied, replaced or consolidated from time to time during the continuance of this Agreement

“ASK4” means ASK4 Limited whose registered office details are on the following link <http://www.ASK4.com/about/legal> (“Registered Office”)

“Code of Practice” means ASK4’s code of practice as required by OFCOM details of which can be found at <http://portal.ask4.com/support/codeofpractice/>

“Compatible Device” means WiFi access point, Windows based PC, laptop, tablet or smart phone, Mac OS based computer, iOS and Android tablets and smart phones and any other device that ASK4 may permit from time to time

“Connection Speed” means the amount of data that can be transferred from a Registered Device to or from the Internet per unit time as defined in the Service Confirmation. Data transferred includes packet and network overhead and data from IPTV VoIP and any other services provided by ASK4.

“Customer” means the person subscribing to the Service as defined in the Service Confirmation

“Customer’s Address” means the address of the Customer at the Premises

“Distance Selling Regulations” means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

“Internet” means the global data network comprising interconnected networks using the TCP/IP protocol

“ISPA” means Internet Services Providers’ Association

“ISPA CoP” means the code of practice for members of ISPA

“LAN” means the Local Area Network in the Premises

“MAC Address” means Media Access Control Address

“MyAccount” the website provided by ASK4 through which Customers can control their account

“Network” means the physical network installed in the premises (the Premises) in which the Customer takes the Service comprising the network cabling and all switching and transmission equipment connected to the cabling

“Registered Device(s)” means the MAC Address of a network interface on a Compatible Device in the name of the Customer registered (in a manner as ASK4 shall from time to time determine) to receive the Service and/or an Additional Service. For the avoidance of doubt if multiple MAC Addresses on a single device (for example both the wired and wireless interface MAC Addresses) are registered by the Customer then each such MAC Address shall count as a Registered Device and count toward any limit for such pursuant to the terms of this Agreement.

“Service” means the supply of Internet access as described in 2.1.1

“Service Fee” means the fee payable by the Customer as defined in the Service Confirmation

“Service Order” means the instruction to ASK4 from the Customer to supply the Service in accordance with this Agreement

“Service Confirmation” means details of the Service and/or any Additional Service to be provided to the Customer by ASK4 as part of the online sign up process or (where the order is not placed online) an email from Ask4 to the Customer or by other equivalent means confirming details of the Service Order

“Support Hours” means 24 hours per day with the exception of Christmas Day and New Years Day.

“Support Telephone Number” 0114 303 3232 or such other number(s) as may be provided from time to time (see <http://portal.ask4.com/support/contact/>)

“Support Email Address” means support@ASK4.com or such other email address(es) as may be provided from time to time (see <http://portal.ask4.com/support/contact/>)

“Termination Date” means the date on which the Customer’s right to receive the Service comes to an end in accordance with this Agreement

“VOIP” means the two-way transmission of spoken communications via the Internet

“4Voice” means the VOIP service provided by ASK4

1.0 Commencement and Application

1.1 The Agreement between ASK4 and the Customer shall commence on the date on which the Service Confirmation is issued by ASK4 (the "Commencement Date") however so delivered and shall continue on the terms set out herein until the Termination Date. It is assumed that the Customer requires the Service and/or any Additional Services to be provided without delay. Accordingly, on acceptance of these user terms by the Customer, the Customer shall be deemed to have made an express request in accordance with paragraph 36 (1) (a) of the Distance Selling Regulations for the Service and/or any Additional Services to be provided before the end of the cancellation period (as referenced in paragraph 30 (1) of the Distance Selling Regulations) and ASK4 shall issue the Service Confirmation as soon as practicable after the Customer submits the Service Order. If the Customer does not wish to take the Service and/or any Additional Services until the end of the said cancellation period the Customer should not submit the Service Order and should contact ASK4 on the Support Telephone Number.

1.2 The terms of this Agreement apply to the extent that they are relevant to the Service the subject of this Agreement. In the event of any inconsistency between the terms set out in this document and the terms set out in the Service Confirmation the terms of the Service Confirmation shall prevail.

2.0 ASK4's obligations

2.1 ASK4 shall, subject to the compliance of the Customer with his obligations under this Agreement:

2.1.1 supply the Service to the Customer for the currency of this Agreement. The Service shall consist of:

a) Provision of the Network to enable the Customer to connect Registered Devices to the Internet. This does not include connection to others on the LAN and ASK4 has the right at any time to isolate any portion of the LAN without notification

b) Transfer of data to and from Registered Devices from and to the Internet at a maximum rate up to the Connection Speed referred to in the Service Confirmation and at up to the maximum contention ratio as defined in the Service Confirmation. For the avoidance of doubt, where the Customer has multiple Registered Devices and uses such devices simultaneously the maximum transfer rate shall be shared across all such devices

c) Provide the Customer with access to a DNS server or servers for the purpose of resolving Internet domain names to IP addresses

d) Provide the Customer with access to an SMTP server or servers for the purpose of transmitting electronic mail

e) Provide the Customer with access to such of the Additional Services as the Customer may subscribe for

2.1.2 supply support for the Service to the Customer for the currency of this Agreement. Support shall consist of:

a) Assistance to the Customer by telephone or email or text message or by other means that ASK4 shall from time to time determine during Support Hours to enable access to the Service via a Registered Device

b) At ASK4's absolute discretion to provide attendances by support engineers to assist the Customer to access the Service and Additional Services via a Registered Device

For the avoidance of doubt save as provided for in 2.1.2 ASK4 shall not provide general support for any Registered Device. In particular and without prejudice to the generality thereof ASK4 shall not be obliged to provide support for software installed on any Registered Device, peripheral devices connected to a Registered Device, virus, Trojan, Adware or other malicious software infection or any fault arising out of use of any Registered Device.

If a support engineer visits the Customer following a request from the Customer to remedy a fault with the Network and no fault exists with the Network, the Customer will be liable for a charge of £50.00 for the first hour or part thereof and £50.00 for any subsequent hour or part thereof plus the cost of travel to the Premises

2.1.3 at its sole discretion chose to provide additional support from time to time over and above its contractual obligations. Undertaking to do so in a particular instance shall not oblige ASK4 to do so on any future occasion or be deemed to create any undertaking to remedy a particular fault, defect or impairment with a Registered Device.

2.1.4 take all reasonable measures to keep secure the data held relating to the Customer however stored subject to the right of ASK4 to use or share such data as herein provided (and where the Customer has given consent thereto)

2.1.5 comply with ASK4's Privacy Policy the current version of which is attached to this document

3.0 Customers obligations

3.1 The Customer shall:

3.1.1 pay to ASK4 the Service Fee as a precondition of receiving the Service. The Service Fee shall be paid monthly in advance with the first payment being made on the Commencement Date and subsequent payments being made on the same day (or the nearest day) in each subsequent month. The first payment shall be made by credit or debit card and all future payments shall be by direct debit or by such other means as Ask4 may determine from time to time, provided that the Customer may if he/she so elects pay for the Service by credit or debit card on a monthly basis either

via MyAccount or by telephone provided that any such payment that is not made via MyAccount shall be subject to an administration fee of £2.00. Direct debit payments shall be taken on either 5th or 19th day of the month (as the Customer may elect) and the first and final payments shall be apportioned on a daily basis accordingly. The Customer shall give not less than 14 days notice of cancellation of a direct debit mandate.

3.1.2 maintain a valid email address and ensure any changes of email address from time to time are updated at <https://myaccount.ask4.com/> or by email to support@ask4.com

3.1.3 ensure that, as a minimum, all Registered Devices have a fully licensed virus scanner and firewall configured to update virus definitions at least as regularly as recommended by the manufacturer

3.1.4 not use the Service as a business or for any commercial purpose

3.1.5 not interfere modify or tamper with the Network in any way

3.1.6 not use the Network or allow others to use the Network other than in order to receive the Service

3.1.7 not share or attempt to share the Service with any other person in any way except by allowing other people to use a Registered Device in the normal course. For the avoidance of doubt if the Customer uses any device or software that performs NAT, Address Masquerading or Proxying or in some other way attempts to allow more than one device to connect to the Network (other than devices under the direct control of the Customer) the Customer shall be considered in breach of this provision.

3.1.8 take all reasonable steps to ensure that a Registered Device is secured against unauthorised access and shall under no circumstances disclose his/her MyAccount password or the MAC address of any Registered Device to a third party

3.1.9 comply with ASK4's Acceptable Use Policy and Privacy Policy the current versions of which are set out later in this document

3.1.10 not use the Service to operate a server (except for personal use that does not involve any commercial gain) or servers or to access peer-to-peer (or similar services) where the Customer may violate third party rights. If the Customer is in breach of this provision ASK4 may limit suspend or terminate the Service in its absolute discretion and may take such other steps as it thinks appropriate to prevent the use of servers or access to proscribed services

3.1.11 not use abusive or threatening language or behaviour in dealing with ASK4's personnel. For security and training purposes calls to the help desk are recorded and/or monitored and recordings may be passed to the relevant authorities if ASK4 apprehend that there is a breach of this provision or any criminal act is committed.

3.1.12 allow ASK4 to carry out port scanning traffic shaping traffic monitoring and such other measures as ASK4 may determine from time to time to ensure optimum performance of the Service for all or a majority of users

3.1.13 pay to ASK4 all costs and expenses that ASK4 may reasonably incur as a result of any breach by the Customer of its obligations under this Agreement (including for the avoidance of doubt any costs associated with collecting any monies properly due from the Customer to ASK4 pursuant to the provisions of this Agreement).

3.1.14 comply with the laws of England (and any local laws as applicable) in using the Service and any other services provided by ASK4 from time to time

3.2 In respect of the 4Voice service the following provisions shall apply:

3.2.1 the service shall be provided on a pre-pay basis and the Customer must have credit to make a call

3.2.2 calls will be charged at the rates published on ASK4's website at <http://portal.ask4.com/support/4voice-tariffs/> and will be subject to change from time to time

3.2.3 calls will be charged on a per-second basis unless otherwise stipulated on the ASK4 website

3.2.4 ASK4 may suspend or terminate the Customer's use of the 4Voice service if ASK4 apprehends that it is being used for any illegal or anti-social purpose

3.2.5 any credit balance at the Termination Date will be forfeit

3.2.6 the service may be used to connect to emergency services by dialling eg 999 but the Customer should note that connection may not be to the emergency services centre closest to the Customer. The service should not be relied on as the only means of calling emergency services as the functionality of the service depends on the availability of power and other matters outside the control of the parties.

4.0 Remedy

4.1 If the Customer breaches any provision of this Agreement ASK4 shall have the right to suspend supply of the Service to the Customer at ASK4's absolute discretion or to terminate this Agreement by immediate notice.

4.2 If the Customer fails to pay the Service Fee or any other monies due under this Agreement (or any other agreement between ASK4 and the Customer) ASK4 shall have the right to suspend access by the Customer to the Service and/or Additional Services and to charge a reasonable administration fee which the Customer shall pay (along with the full balance of the outstanding monies) before ASK4 shall grant access to the Service by the Customer.

4.3 Such specific rights of remedy are in addition to any other rights that ASK4 may have arising from the Customer's breach of this Agreement.

5.0 Termination

5.1 ASK4 shall have the right to terminate this Agreement on 7 days notice at any time provided that the Customer shall have the right to receive a refund of the Service Fee calculated on a daily basis for any period of time paid in advance. Where this Agreement is to run for otherwise than a fixed period the Customer shall have the right to terminate this Agreement on not less than 7 days notice expiring on the date on which the next payment of the Service Fee falls due and on such termination no refund of Service Fee shall be due

5.2 ASK4 shall have the right to terminate this Agreement on immediate notice if the Customer is in breach of its obligations in this Agreement. Where this Agreement is terminated due to a breach by the Customer no monies shall be refunded to the Customer

5.3 ASK4 shall be entitled to terminate this Agreement on notice to the Customer if a change in Applicable Laws makes the continuation of the provision of the Service (or any part of it) impossible or would place a substantial and significant financial burden on ASK4. In exercising a right of termination under this clause ASK4 must act in good faith and shall provide to the Customer as much advance notice of such change of Applicable Law and of its intention to terminate as is reasonably practicable in the circumstances. On termination pursuant to the provisions of this clause ASK4 shall pay to the Customer a refund of the Service Fee calculated in accordance with clause 5.1

5.4 If the Customer exercises the right to cancel under the Distance Selling Regulations and subsequently wishes to re-subscribe to the Service or any Additional Service after cancellation ASK4 reserve the right to levy a re-connection charge of £30.00 inclusive of VAT

6.0 Liability

6.1 ASK4 does not excludes or limit its liability for death or personal injury caused by the negligence or fraudulent misrepresentation of its employees or agents or otherwise insofar as any exclusion or limit is void, prohibited or unenforceable by law.

6.2 Subject to clause 6.1 and save as otherwise expressly provided in this Agreement, ASK4 gives no warranty and makes no representations in relation to the Service or otherwise in relation to this Agreement and all such warranties and representations whether express or implied by law or otherwise are hereby excluded to the fullest extent permissible by law.

6.3 Subject to clause 6.1 ASK4 shall not be liable for any loss or damage suffered by the Customer in connection with the Service or for any indirect or consequential loss, damage, cost or expense of any kind whatever (including economic loss) and however caused, and including without prejudice to the generality thereof loss of production, loss or corruption to data, loss of profits, loss of time or loss of goodwill or anticipated savings, even if ASK4 had been advised of the possibility of such

losses or savings. In particular but without limit, ASK4 shall not be liable for any loss arising from:

- a) any act or omission to act of a third party
- b) use of the Service by the Customer
- c) failure of magnetic or other media
- d) any interruption of power, telecommunication or other supply or any act or omission by a supplier of such services
- e) providing in good faith instruction advice or support to the Customer
- f) virus infection or any other malfunction of a Registered Device (or any other device owned or used by the Customer)

6.4 Notwithstanding any other provision herein contained ASK4's maximum liability hereunder shall not exceed the aggregate of the Service Fee paid or payable hereunder

7.0 Indemnity

7.1 The Customer agrees to indemnify ASK4 against any liability arising from the Customer's use of the Service in particular but without prejudice to the generality of the foregoing with regard to breach of third-party Intellectual Property Rights or violation by the Customer of any other law or regulation.

8.0 Warranty

8.1 Subject as hereinbefore provided ASK4 warrants to the Customer that the Services shall be supplied with all due care and skill and to the standard of a competent and diligent Internet services provider. ASK4 does not guarantee that there will never be an interruption or any disruption to the Service. ASK4 shall use all reasonable and commercially sensible endeavours to ensure that any such interruptions or disruptions are kept to an absolute minimum but the Customer shall not be entitled to any refund of the Service Fee or any other compensation in the event of an interruption or disruption to the Service

9.0 Modifications to the Service and conditions of use

9.1 ASK4 reserve the right to modify the Acceptable Use Policy the Support Hours the constituent parts of the Network the Support Telephone Number and the Support Email Address at any time by immediate notice provided that the Service is not materially prejudiced.

9.2 ASK4 reserve the right to modify these terms and conditions from time to time and shall give the Customer prior notice thereof. If the Customer wishes to object to any change to these terms and conditions any such objection should be lodged with ASK4 within 14 days of notice of change being received. On receipt of any such

objection ASK4 shall continue to provide the Service on the basis of the terms and conditions as applying prior to any such change.

10.0 Nature of Agreement

10.1 ASK4 shall be entitled to carry out its obligations under this Agreement through any agents or sub-contractors appointed by it in its absolute discretion for that purpose

10.2 ASK4 shall be entitled to assign this Agreement at any time

10.3 The Customer shall not assign this Agreement

10.4 This Agreement contains the entire Agreement between the parties with respect to its subject matter

10.5 Each party acknowledges that in entering into this Agreement it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in this Agreement

11.0 Force Majeure

11.1 Neither party shall be liable for any breach of this Agreement caused by an Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, industrial disputes of any kind, fire, lightning, explosion, floods, subsidence, acts or omissions of persons or bodies for whom either party is not responsible, any change to Software or Internet protocols or failure of the Internet in part or in whole or any other causes whether similar or dissimilar outside either party's reasonable control.

12.0 Notices

12.1 Notices by the Customer to ASK4 shall be made in writing and shall be delivered personally or sent by first class post in a pre-paid envelope (and air mail if overseas) to the Registered Office address of ASK4 or such other address as ASK4 shall from time to time advise.

12.2 Notices by ASK4 to the Customer shall be made in writing and shall be delivered personally or sent by first class post in a pre-paid envelope to the Customer's Address or sent by email to the email address held by ASK4 for the Customer.

12.3 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:

- a) if delivered personally when left at the address
- b) if sent by mail two days after posting it
- c) if sent by email 4 hours after sending

13.0 Miscellaneous

13.1 Any waiver by either party of a breach by the other of any condition shall be limited to the particular breach and shall not operate in respect of any future breach by that party and no delay on the part of either party to act upon a breach shall be deemed a waiver of that breach.

13.2 If any condition shall be held void, voidable, invalid or inoperative then it shall be severed from this Agreement to the fullest extent permitted under law and the remaining conditions shall remain in full force and effect.

13.3 The provisions of 7.1 shall survive termination of this Agreement

14.0 Governing Law

14.1 This Agreement shall be governed by English Law.

15.0 Complaints

15.1 ASK4 is a member of ISPA and has had its Code of Practice approved by OFCOM. ASK4 agrees to comply with the Code of Practice and the ISPA CoP and in particular to deal with any complaints relating to the provision of the Service or any other services provided by ASK4 in accordance with the Code of Practice and the ISPA CoP. The Customer should address any complaint to complaints@ask4.com or by letter to the The Complaints Team at the Registered Office (see <http://www.ASK4.com/about/legal>). Further information on the complaints procedure can be found at <http://portal.ask4.com/support/contact/ask4-complaints-procedure/>. ASK4 is a member of OS:C (Ombudsman Services: Communications). Any dispute that cannot be resolved by negotiation will be referred to OS:C for their decision. For further information on OS:C go to <http://www.ombudsman-services.org/communications.html>.

16.0 Appendices

16.1 The provisions of Appendix 1 and Appendix 2 form part of this Agreement and shall apply in accordance with their terms

Use Policy

Reference in the Acceptable Use Policy to 'You' or 'Yours' is a reference to the Customer or the Customer's as the case may be

Acceptable Use Policy

1.0 Disruption to the service

You may not disrupt the Service. The Service may not be used to access or interfere with computer networking or telecommunications services of any customer, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature also is prohibited. You are solely responsible for the security of any device that you choose to connect to the Service, including any data stored on that device.

ASK4 reserve the right to impose transfer-limits on customers who regularly use the Service in an excessive fashion where such usage disrupts the service of other customers.

The Service is intended to be used for personal non-commercial purposes only within a single dwelling and on a single computer (save where the particular Service package the Customer subscribes to provides for access by multiple machines within a single dwelling). You shall not make the Service available to any third party by any means. It is your responsibility to secure your own computer and systems so that third parties cannot gain access to the Service and use resources without your specific knowledge.

2.0 Inappropriate use

There may be content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. ASK4 assumes no responsibility for the content contained on the Internet or otherwise available through the Service. You assume the risk of accessing content through the Service, and neither ASK4 nor any of its employees, agents or suppliers shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Content questions or complaints should be addressed to the content provider and not to ASK4.

You are solely responsible for any information that you publish on the Internet. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. ASK4 and its employees reserve the right (but are under no obligation) to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole

discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

3.0 Intellectual Property Rights

The Service must not be used to access, host, share, copy or distribute unlawful material in any way and in particular but without prejudice to the generality thereof material that is protected by Copyright, Trademark, Registered Design Rights or any other recognised Intellectual Property Rights without the express permission of the holder of such rights by any means in particular but without prejudice to the generality thereof by peer-to-peer file sharing. You agree to indemnify ASK4 absolutely with regard to any liability arising in this respect. ASK4 reserve the right at its absolute discretion to limit access to services that in its opinion exist primarily or entirely for the purpose of sharing material in breach of Intellectual Property Rights. ASK4 reserve the right to discontinue the Service if you are in breach of this provision and to charge a re-connection fee in the event that ASK4 agrees in its absolute discretion to re-connect the Service.

4.0 Legal obligations

By using the Service to reproduce, publish, display, transmit and distribute content, you are warranting that the content complies with this Policy and authorising ASK4 and its employees, agents and suppliers to reproduce, publish, display, transmit and distribute such content as necessary for ASK4 to deliver the content in a timely manner when required through legal processes.

Privacy Policy

Data

In accordance with the Data Protection Act 1998, we, ASK4 Limited, are a Data Controller. In order to process your subscription, we need to collect not only your name but also certain personal details from you. These details may include, where applicable, contact details such as telephone numbers and e-mail addresses, credit/debit card or other payment details. If any other personal details are required, we will of course tell you.

Passing on your personal details

We may be required to pass on some or all of the personal details you provide us with to certain governmental agencies and third parties because we are required to do so by Applicable Laws. We may be required to pass on some or all of the personal details you provide us with to ISPA or to an approved dispute adjudication service in connection with any complaint made by you about us. Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you and allow you the opportunity to tell us that you do not want us to use those details for that purpose. We will not pass your details to third parties for the purpose of marketing. Subject to the exceptions set out in this Privacy Policy, we promise to keep all personal details you give us in connection with your subscription confidential. We have appropriate security measures in place to protect this information.

Your right to ask us about information we hold on you

You are generally entitled to ask us what details of yours we hold and are being processed by us, for what purpose we hold and/or are processing them and to whom we have disclosed or may disclose them to. Accordingly you may send a letter to the Marketing Department at our Registered Office - see <http://www.ASK4.com/about/legal> for details of our current registered office. We may charge a fee. We promise to respond to your request within 30 days of receiving the request in writing with the fee. There are circumstances where we shall be within our rights to refuse such a request.

Your responsibility to provide/correct inaccurate information

If you believe that any of your personal information that is held and/or being processed by us is incorrect then please write to us immediately as we cannot be held responsible for any problems that may arise due to inaccurate information that you have provided us with.

Opting out from receiving further marketing information from us

If you have previously registered with us to receive e-mail updates or have not opted out from receiving information from us by e-mail, telephone or post when purchasing

products and services from us in the past and would like to receive no further communications of this kind then please write to us at the above address or e-mail us at optout@ASK4.com.

Changes to Privacy Policy

Our Privacy Policy may change from time to time. The current policy is posted on our website www.ASK4.com. We therefore recommend that you read it each time you visit our website.

Cookies

This site uses cookies to enable us to improve our service to you and to provide certain features that you may find useful. Cookies are small text files that are transferred to your computer's hard drive through your web browser to enable us to recognise your browser and help us to track visitors to our site; thus enabling us to understand better the products and services that will be most suitable to you. A cookie does not contain any personal information about you but it does allow us to identify your computer when you travel around our site. Most Web browsers automatically accept cookies, but, if you wish, you can set your browser to prevent it from accepting cookies. The "help" portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. The cookies we use do not detect any information stored on your computers.

For more information about cookies and how to stop cookies being installed visit the following website:

<http://www.allaboutcookies.org>.

Our cookies policy can be found in the section below or here <http://ask4.com/about/cookies/>. By clicking to accept our terms and conditions you also agree to our use of cookies in accordance with our cookies policy.

Links to Third Party Websites

This privacy statement only covers websites that we own and control. It does not cover links to other websites and accordingly any information collected by those parties that own and control those websites or their use of cookies. Please be aware that individual organisations operate their own policies regarding the use and sale of personal information and the use of cookies. If you have a concern regarding the way your personal information will be used on other sites then you are advised to read the relevant privacy statement or in the absence of such a statement on the site, contact the company concerned.

Security

We take great care to ensure the security of this site. The data you provide to us is protected using SSL (Secure Socket Layer) technology. SSL is the industry standard method of encrypting personal information and credit card details so that they can be securely transferred over the Internet. This means that you can subscribe on-line with complete peace of mind.

ASK4 Cookie Policy

Public sites

Session Cookies

It is essential for the operation of ASK4's websites that they make use of session cookies and as such are deemed to not require consent.

Session cookies are defined as transient cookies (a cookie that is erased when the user closes the Web browser), that are used to identify requests from one web session over another. The session cookie only contains a unique identifier for the session, rather than the user. The session cookie allows options selected in one webpage to be linked to the options selected in other pages which is essential for the correct operation of all ASK4's websites (excluding content only websites).

Session cookies do not collect information from the user's computer.

Google Analytics

ASK4's portal website makes use of Google Analytics, which in turn makes use of a cookie. While analytics is not essential to the operation of the site (thus requiring consent), it provides ASK4 with data on types of systems being used to browse the web by our users. Analytics provides or tracks no data about the user, but rather allows for information about the browser to be collected. Examples of the type of data collected is, platform (Windows, Mac, Linux etc), browser (ie. firefox, chrome) and screen size.

This data aids ASK4 in developing its websites, as well as providing information to our support team on OS and browser share.

Facebook / Social network plugins

A number of ASK4's websites make use of social media. The integration with these social media sites makes use of cookies. The cookies are used by the social media sites as session cookies, so if the user is logged in to the social media website, actions taken in the social media plug-in in ASK4's site are used by the social media website to ensure the correct user is identified on the social media site.

Third Party Cookies

ASK4 use third party cookies to show content (such as advertising) that is intended to be specifically relevant to you

APPENDIX 1

STATUTORY RIGHT TO CANCEL

UNDER THE DISTANCE SELLING REGULATIONS

[Note from ASK4: the wording of this Appendix is in the form set out in Schedule 3 of the Distance Selling Regulations. We have added notes in italics where we believe clarification is required. The notes do not form part of the statutory notice.]

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date of conclusion of the contract.

[Note from ASK4: 'the date of conclusion of the contract' is the date of the Service Confirmation generated as part of the online sign up process or the date of an email confirming the terms of the services ordered. 'Contract' has the same meaning as 'Agreement' in the ASK4 User Agreement.]

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory. The letter or the notice should be sent to ASK4 Limited [*in one of the following ways*]: by post to Devonshire Green House, 14 Fitzwilliam Street Sheffield S1 4JL; or by email to support@ask4.com

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

[ASK4 note: you can telephone us to tell us that you wish to cancel but we cannot act on a telephone call alone. It is essential that if you wish to cancel, you follow the procedure set out above]

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

[ASK4 note: if you have ordered any goods at the same time as ordering the service the goods are dealt with by separate terms and conditions so all reference in this form to 'goods' and to delivery of goods can be disregarded]

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:-

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Model Cancellation Form

To ASK4 Limited [*in one of the following ways*]: by post to Devonshire Green House, 14 Fitzwilliam Street Sheffield S1 4JL; or by email to support@ask4.com

I/We [*] hereby give notice that I/we [*] cancel my/our [*] contract for the supply of the following service

[ASK4 note: Insert above brief details of service ordered]

Ordered on [Insert date]

Name of consumer(s)

[ASK4 note; the 'consumers' are you, the person or persons who placed the order]

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate

Appendix 2

Below we set out the data required by Schedule 2 of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 - also known as the Distance Selling Regulations

- (a) The description of services will be provided as part of the sign up process
- (b) We are Ask4 Limited, a company registered in England with number 03980594
- (c) Our address is Devonshire Green House 14 Fitzwilliam Street Sheffield S1 4JL. Our phone number is 0114 303 3232. We do not have a fax number. Our email address is support@ask4.com
- (d) We are not acting on behalf of any other trader
- (e) Our only place of business for the purpose of these regulations is as at (c) above
- (f) The total price for the services will be shown as part of the sign up process
- (g) There are no delivery charges
- (h) Where there is a monthly or other periodic payment due this will be shown as part of the sign up process
- (i) There is no cost of using the distance communication for the conclusion of the contract other than at the basic rate
- (j) Payment will be taken when you place the order for the service. The time by which the service will be enabled will be as soon as you complete the sign up process
- (k) Our complaints handling policy can be found in our user terms above
- (l) You have a right to cancel for 14 days from the date on which you receive the Service Confirmation. This will be presented to you as part of the online sign up process or sent to you by email immediately after you place the order. Please see Appendix 1 to our user terms above where the right to cancel is detailed and a model cancellation form can be found
- (m) The contract does not relate to the sale of goods so this provision is not applicable
- (n) You will have nothing to pay if you exercise your statutory right to cancel
- (o) You have the right to cancel so this provision is not applicable
- (p) The contract does not relate to the sale of goods so this provision is not applicable
- (q) For support please phone 0114 303 3232 or email support@ask4.com
- (r) For our code of practice please see <http://www.ASK4.com/residential/codeofpractice/>
- (s) The duration of the contract will be provided as part of the sign up process. Termination provisions can be found in the user terms above

- (t) The minimum duration of your obligations is for the duration of the contract and will be provided as part of the sign up process
- (u) There is no requirement for the payment of a security deposit or any form of guarantee
- (v) The contract does not relate to digital content
- (w) The contract does not relate to digital content
- (x) ASK4 is a member of OS:C (Ombudsman Services: Communications). Any dispute that cannot be resolved by negotiation will be referred to OS:C for their decision in accordance with the ASK4 User Agreement. For further information on OS:C go to <http://www.ombudsman-services.org/communications.html>.