

# Terms of Use, Acceptable Use and Privacy Policy

Form of User Agreement for Residential Accommodation

## Definitions

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

“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a tribunal or competent authority which creates binding precedent, as may be amended, modified, extended, substituted, superseded, varied, replaced or consolidated from time to time during the continuance of this Agreement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 approved by OFCOM details of which can be found at <http://www.ASK4.com/residential/codeofpractice/>

“Connection Speed” means the amount of data that can be transferred from the Customer’s Computer 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

“Customer’s Computer” means the PC, laptop, Apple or other computer that the Customer uses to receive the Service

“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

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

“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

“Service Confirmation” means details of the Service provided to the customer by ASK4 on or after the date on which the customer provides ASK4 with the Service Order

“Support Hours” means 8:00 – 22:00 Monday to Friday and 10:00 – 20:00 on Saturday Sunday. Bank holidays are excluded.

“Support Telephone Number” 0845 123 8710 or 0114 3033232 or such other number(s) as may be provided from time to time <http://www.ASK4.com/about/contact>

“Support Email Address” [support@ASK4.com](mailto:support@ASK4.com)

“Termination Date” means the date on which the Customer’s right to receive the Service comes to an end in accordance with these terms and conditions

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

“4Voice” means the VOIP service provided by ASK4

## 1.0 Commencement

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 continue on the terms set out herein until the Termination Date.

## 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 the Customer's Computer to the Internet. This does not include connection to others on the LAN and ASK4 have the right at any time to isolate any portion of the LAN without notification.

b) Transfer of data to and from the Customer's Computer from and to the Internet at a maximum rate up to the Connection Speed as defined in the Service Confirmation and at up to the maximum contention ratio as defined in the Service Confirmation

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 during Support Hours to enable access to the Service via the Customer's Computer and in obtaining a connection to the Internet by calling the Support Telephone Number or emailing the Support Email Address or texting the textconnect number

b) At ASK4's absolute discretion to provide attendances by support engineers to assist the Customer in connecting the Customer's Computer to the Network

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

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 the Customer's Computer.

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 and can be found at this link: <http://www.ASK4.com/residential/terms>

## 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, provided that the Customer may if he so elects pay for the Service by credit or debit card on a monthly basis provided that any such payment 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 send to ASK4 details of such valid email address and any changes of email address from time to time by email to support@ASK4.com

3.1.3 ensure that the Customer's Computer meets or exceeds the minimum specification as set out below whilst connected to the Network:

a) Having a fully licensed copy of either the Microsoft XP, Microsoft Vista, Windows 7 (or later Microsoft operating system) or Apple Mac OSX (or later Apple Mac operating system) or some other operating system (including without limitation Linux) provided that the user holds an appropriate licence for such.

b) Having such hardware as required to meet the manufacturer's minimum specification for the installed Operating System

c) Having a fully working Ethernet network adapter

d) Having a fully licensed virus scanner and firewall configured to update virus definitions at least as regularly as recommended by the manufacturer

e) Having access to a fully functional email service

f) Ensuring that any wireless access device is secured to prevent access to the Network by third parties

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 the Customer's Computer 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. In particular and without prejudice to the generality of the foregoing not to connect any ADSL router to the Network.

3.1.8 take all reasonable steps to ensure that the Customer's Computer is secured against unauthorised access

3.1.9 comply with ASK4's Acceptable Use Policy the current version of which is at the following link <http://www.ASK4.com/residential/terms> and Privacy Policy the current version of which is at the following link <http://www.ASK4.com/about/legal>

3.1.10 shall 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 shall 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 apprehends 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

3.1.14 comply with the laws of the United Kingdom 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 <http://www.ASK4.com/residential/voice/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 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 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. Subject as may be otherwise provided in the Service Order 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

#### 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.

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 the Customer's Computer

#### 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-contractor 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) or by facsimile machine 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 facsimile machine on completion of its transmission
- d) 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 [support@ASK4.com] or by letter to the Customer Services Manager at the Registered Office <http://www.ASK4.com/about/legal>. Further information on the complaints procedure can be found at [[http://www.ispa.org.uk/complaints/page\\_40.html](http://www.ispa.org.uk/complaints/page_40.html)]. ASK4 is a member of CISAS (Communications and Internet Services Adjudication Scheme). Any dispute that cannot be resolved by negotiation will be referred to CISAS for their decision. For further information on CISAS go to <http://www.cisas.org.uk>

## 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 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, and in particular but without prejudice to the generality thereof, by using any form of wireless access system. 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 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](mailto: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](http://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>.

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.