

Form of User Agreement for Student Accommodation

Definitions

“Additional Services” means any of 4TV, 4Backup, 4Connect, 4Record, 4Voice or any other service offered by Ask4 and subscribed to by or on behalf of 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a tribunal or competent authority which creates binding precedent, as may be amended, modified, extended, substituted, superseded, varied, replaced or consolidated from time to time during the continuance of this Agreement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”)

“Authorised Device(s)” means the Customer’s Computer, any Games Device or other device in the exclusive use of the Customer authorised by Ask4 to receive the Service or an Additional Service.

“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/>

‘Cooling-off Period’ means the first 14 days after the date of Service Confirmation

“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 4TV, 4Backup, 4Connect, 4Record and 4Voice and any other services provided by Ask4.

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

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

“Games Device” means a games console a home entertainment centre or similar device in exclusive use of the Customer designed specifically to play computer based games or to access media over the Internet

“HMO” a house in multiple occupation

“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

“IPTV” means television transmitted to the Customer’s Computer via the Internet and the Network

“LAN” means the Local Area Network in the Residence

“Network” means the physical network installed in the Residence comprising the cabling and all switching and transmission equipment connected to the cabling

“Owner” means the owner and/or the manager of the Residence

“Residence” means the student hall of residence or other building in which the Customer receives the Service and (for the avoidance of doubt) includes an HMO

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

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

“Service Confirmation” means details of the Service and/or any Additional Service provided to the Customer by Ask4 on or after the date on which the customer provides Ask4 with the Service Order

“Service Order” means the instruction to Ask4 from or on behalf of the Customer to supply the Service and/or any Additional Service

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

“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

“Term Time Address” means the address of the Customer at the Residence

“Termination Date” means where it is defined in the Service Confirmation the date on which the Customer’s right to use the Service comes to an end and otherwise the date on which the Customer’s right to occupy the Residence under the initial lease or licence to occupy ends or when the Customer ceases to occupy the Residence or 31st August (or in the case of a Customer residing in an HMO 30 June) falling after the date of the Service Confirmation whichever is the soonest

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

“Voucher” means a printed voucher provided by Ask4 containing a security code enabling access to one or more of the services provided by Ask4

“4Backup” means the network based data backup service provided by Ask4

“4Connect” means the service provided by Ask4 to allow the Customer to increase the number of Authorised Devices

“4Record” means the recording system comprising hardware and software provided by Ask4 to enable the Customer to record and view television programs on the Customer’s Computer

“4TV” means Ask4’s IPTV system comprising hardware and software enabling the Customer to view television programs on the Customer’s Computer

“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 Authorised Devices 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 Authorised Devices from and to the Internet at a maximum aggregate 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. For the avoidance of doubt, where the Customer has multiple Authorised 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

Provided Always that unless otherwise specified in the Service Confirmation or where the customer subscribes to 4Connect the maximum number of Authorised Devices that the customer shall be entitled to use at any one time during the currency of this agreement shall be one.

2.1.2 supply any Additional Services for which the Customer shall subscribe

2.1.3 supply support for the Service and Additional Services to the Customer for the currency of this agreement.
Support shall consist of:

a) Assistance to the Customer by telephone or email text message during Support Hours to enable access to the Service and Additional Services 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 using textconnect

b) At Ask4's absolute discretion assistance to the Customer by telephone or email during Support Hours to enable access to the Service and Additional Services using other Authorised Devices (other than the Customer's Computer) and in obtaining a connection to the Internet for such devices by calling the Support Telephone Number or emailing the Support Email Address or by text message

c) 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 2.1.3 Ask4 shall not provide support for any Authorised Device. In particular and without prejudice to the generality thereof Ask4 shall not be obliged to provide support for software installed on any Authorised Device, peripheral devices connected to any Authorised Device, virus, Trojan, Adware or other malicious software infection or any fault arising out of use of any Authorised Device.

2.1.4 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 any Authorised Device.

2.1.5 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)

2.1.6 comply with Ask4's Privacy Policy the current version of which is set out at the end of 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 and any Additional Services.

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 Customers Computer meets or exceed 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 (Ask4 provide free firewall and virus scanner software for Windows computers on the connection DVD and the use of such software shall be considered compliance with this provision)

e) Having access to a fully functional email service

f) For Customers resident in a building where the Service is provided by wireless having an 802.11g wireless capability

3.1.4 not use the Service and Additional Services 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 and Additional Services

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 an Authorised 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 by means of the 4Connect service) then 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 wireless router to the Network (for the avoidance of doubt the use of a wireless access point to connect Authorised Devices shall not be considered a breach of this provision) and for Customers resident in an HMO the use of the wireless access point provided by the Owner shall not be deemed to be a breach of this provision

3.1.8 take all reasonable steps to ensure that all Authorised Devices are secured against unauthorised access

3.1.9 comply with Ask4's Acceptable Use Policy the current version of which is set out at the end of this document and the Privacy Policy the current version of which is set out at the end of this document

3.1.10 shall not use the Service to operate a server or servers (whether for internal or external data transfer) 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 and Additional Services 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 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 management, advert blocking or substitution and traffic monitoring and such other measures as Ask4 may determine from time to time to ensure optimum performance of the Service and Additional Services 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

3.1.15 not register any Authorised Device to receive the Service or any Additional Service in any room in the Residence except the room in which the Customer resides

3.2 In respect of both the 4TV and 4Record systems Ask4 hereby grants the Customer a non-exclusive revocable licence to use the software supporting the said systems (the TV Software) in executable object code form only subject to the following provisions:

3.2.1 The Customer shall:

3.2.1.1 not attempt to reverse engineer, decipher, decompile or disassemble the TV Software. The Customer must not reduce the TV Software to human readable form or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. The Customer must not modify the TV Software or create derivative works of the TV Software. The Customer must not transmit or distribute the TV Software electronically, via the Internet or in any other way

3.2.1.2 not infringe the intellectual or other rights of any third party in using the 4TV or the 4Record system (by unlawfully copying programmes or otherwise) and shall indemnify Ask4 and the Owner against any liability that they may incur as a result of the Customer's failure to comply with this provision

3.2.1.3 obtain any necessary consent or licence required for the use of the 4TV or the 4Record system at the Customer's sole cost and shall indemnify Ask4 and the Owner against any liability that they may incur as a result of the Customer's failure to comply with this provision or in respect of any infringement of broadcasting rights by the Customer

3.2.1.4 not share or attempt to share the 4TV or the 4Record system with any other person

3.2.1.5 comply with the requirements of all third party software licences required for use of the 4TV or the 4Record system and indemnify Ask4 and the Owner against any liability that they may incur as a result of the Customer's failure to comply with this provision

3.2.2 Other provisions relating to the 4TV and the 4Record systems

3.2.2.1 if Ask4 is at any time required under Applicable Laws effectively to meet the cost of television licences (or any part thereof) to enable the Customer to use the 4TV System then Ask4 may at its discretion elect either to discontinue the use of the 4TV system by the Customer (with a refund to the Customer of a proportionate part of the fee paid for the use of the 4TV system) or to terminate this Agreement by immediate notice to the Customer and pay a refund calculated in accordance with clause 5.5

3.2.2.2 Ask4 may suspend or cancel the Customer's use of the 4TV or the 4Record system if any monies due from the Customer remain unpaid for 7 days or more (and without prejudice to any other remedy Ask4 may have against the Customer)

3.2.2.3 The Customer acknowledges that delivery of the 4TV and the 4Record system depends on many factors outside the control of Ask4 and accordingly no liability shall attach to Ask4 for any failure to deliver the 4TV or the 4Record system where Ask4 has used all reasonable and commercially sensible endeavours to provide the 4TV or the 4Record system

3.2.2.4 The Customer shall cease to be entitled to use the 4TV and the 4Record system if he shall be in breach of any of his other obligations hereunder entitling Ask4 to terminate this Agreement or to discontinue the Service and/or Additional Services or any part thereof

3.2.2.5 Ask4 may in its sole discretion change or amend the method of delivery of the 4TV or the 4Record system at any time provided that the nature or the quality of the 4TV or the 4Record system is not materially worse

3.2.2.6 Ask4 shall have an absolute discretion as to the range of channels comprised in the 4TV system which Ask4 may change or vary at any time without notice (although Ask4 shall use reasonable endeavours to notify the Customer of any change)

3.2.2.7 Ask4 may require the Customer to install on Customer's Computer updates or new software as a condition of the Customer continuing to use the 4TV or the 4Record system

3.3 In respect of the 4Backup service the following provisions shall apply:

3.3.1 The Customer shall:

3.3.1.1 accept sole responsibility for the content of the data stored and shall not store any data that would breach any Applicable Laws. The Customer shall indemnify Ask4 and the Owner against any liability that they may incur as a result of the Customer's failure to comply with this provision

3.3.1.2 comply with the requirements of all third party software licences required for use of the 4Backup service and indemnify Ask4 and the Owner against any liability that they may incur as a result of the Customer's failure to comply with this provision

3.3.1.3 keep any username and password used to access the 4Backup service private and not share or attempt to share access to the 4Backup service with any other person

3.3.2 Other provisions relating to the 4Backup service

3.3.2.1 The 4Backup service shall allow the Customer to backup their data and retrieve it whilst ever they are entitled to access the 4Backup service. Unless otherwise specified in the Service Confirmation the amount of data that the Customer may backup shall not have any specific limit but the amount of data backed up must be commensurate with a typical home user.

3.3.2.2 Ask4 shall take all reasonable steps to keep secure the data held under the 4Backup service and shall not knowingly disclose the same to any third party unless required to do so under Applicable Laws

3.3.2.3 The Customer acknowledges that access to the data held under the 4Backup service depends on many factors outside the control of Ask4 and accordingly no liability shall attach to Ask4 for any failure to deliver the 4Backup service where Ask4 has used all reasonable and commercially sensible endeavours to provide the 4Backup service

3.3.2.4 Ask4 shall notify the Customer by email to the email address held by Ask4 for the Customer at least 30 days before the expiry of the 4Backup service (normally 31 August) of termination of the 4Backup service on the expiry date and notifying the Customer that all data will be deleted on the expiry date. If the Customer does not supply an email address to Ask4 Ask4 shall be entitled to delete all data 30 days after the expiry of the 4Backup service without notification to the Customer.

3.3.2.5 The Customer shall cease to be entitled to the 4Backup service if he shall be in breach of any of his other obligations hereunder entitling Ask4 to terminate this Agreement or to discontinue the Service and/or Additional Services or any part thereof

3.3.2.6 Ask4 may require the Customer to install on the Customer's Computer updates or new software as a condition of the Customer continuing to receive the 4Backup service

3.3.2.7 Ask4 may in its absolute discretion chose to outsource to a third party the provision of the 4Backup service at any time provided that in doing so the 4Backup service shall not be materially affected and that Ask4's obligations under this agreement shall not change. For the avoidance of doubt provision of the 4Backup service in this fashion shall not be regarded as a breach by Ask4 of the provisions of clause 3.3.2.1.

3.4 In respect of the 4Connect service the following provisions shall apply:

3.4.1 Unless otherwise specified in the Service Confirmation the Customer shall be entitled to register with Ask4 up to four additional Authorised Devices (five in total). For the avoidance of doubt Ask4 may in its absolute discretion chose not to authorise any particular single device and its decision shall be final.

3.4.2 All Authorised Devices will be assigned private IP addresses by default but can be assigned public IP addresses on request by the Customer by contacting Ask4 helpdesk. Ask4 may change the IP addresses assigned to the Authorised Devices from time to time.

3.4.3 For the avoidance of doubt Ask4 shall not be obliged to provide any form of support to the additional Authorised Devices

3.4.4 The Customer shall only register their own devices and shall under no circumstances register or attempt to register devices for use by other people. Ask4 reserve the right to use technical measures to detect breach of this provision.

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

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

3.5.2 Calls will be charged at the rates published on Ask4's website at portal.ask4.com and will be subject to change from time to time

3.5.3 Calls will be charged on a per-second basis unless otherwise stipulated on the Ask4 website

3.5.4 Ask4 may suspend or terminate the 4Voice service if Ask4 apprehends that it is being used for any illegal or anti-social purpose

3.5.5 Any credit balance at the Termination Date will be forfeit

3.5.6 The service may be used to connect to emergency services by dialling 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.

3.6 The following provisions apply to Vouchers

3.6.1 The Customer shall pay the Service Fee by Paypoint.

3.6.2 Payment of the Service Fee shall be made within 48 hours of the Customer first using the Service. In the event of the Service Fee not being paid within such period Ask4 shall discontinue the Service and shall charge a re-connection fee of £30.00 inclusive of VAT in addition to any Service Fee payable if the Customer wishes to resume the Service

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 and Additional Services to the Customer at Ask4's absolute discretion or in the case of a serious or material breach or persistent breaches to terminate this agreement by immediate notice.

4.2 If the Customer (or the Owner on the Customer's behalf) 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 Additional Services and to charge an administration fee of £30.00 which the Customer shall pay (along with the full balance of the outstanding monies) before Ask4 shall grant access to the Service and/or Additional Services 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.

4.4 Reference in this Agreement to the Service Fee and monies due under this Agreement shall be deemed to include a reference to any monies due from the Customer to the Owner (or operator) of the Residence and accordingly in the event that any such monies are due and unpaid Ask4 shall have the right to suspend access by the Customer to the Service and Additional Services in accordance with the other provisions herein contained. For the purposes of this provision any notification from the Owner (or operator) of the Residence to Ask4 of monies due from the Customer to the Owner (or operator) shall be conclusive as between Ask4 and the Customer.

5.0 Termination

5.1 Ask4 shall have the right to terminate this agreement on immediate notice if the Customer is in material breach of its obligations in this agreement or commits persistent breaches of its obligations or if the Owner fails to pay for the Service where the Owner has undertaken to do so. Where this agreement is terminated due to a breach by the Customer no monies shall be refunded to the Customer

5.2 For the avoidance of doubt if the Customer leaves the Residence prematurely for any reason this agreement will terminate and the Customer will not be entitled to a refund.

5.3 The Customer shall have the right to terminate the agreement at any time within the Cooling-off Period by contacting the Ask4 support team and shall be entitled to a full refund of fees paid by the Customer to Ask4 subject to Ask4 verifying that payment has been received from the Customer. If the Customer wishes to re-subscribe to the Service or any Additional Service after termination Ask4 reserve the right to levy a re-connection charge of £30.00.

5.4 The Customer may terminate the agreement after the Cooling-off Period by contacting the Ask4 support team but no refunds will be given after the end of the Cooling-off Period

5.5 Ask4 shall be entitled to terminate this Agreement on notice to the Customer if a change in Applicable Laws or any action taken by the Owner 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 or action taken by the Owner 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 (if any) paid by the Customer to Ask4 equal to the amount of such Service Fee divided by the total number of days between the Commencement Date and the Termination Date multiplied by the number of days that this agreement would otherwise have continued in effect save for termination under this provision

6.0 Liability

6.1 Ask4 does not exclude 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 and Additional Services 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 extent permitted by law.

6.3 Subject to clause 6.1 neither Ask4 nor the Owner shall be liable for any loss or damage suffered by the Customer in connection with the Service and Additional Services 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 and Additional Services 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 and Additional Services 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 Service and Additional 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 and/or Additional Services. 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 and/or Additional Services

9.0 Modifications to the Service and Additional Services 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 and/or Additional Services are 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 Term-Time Address of the Customer 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. 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>

User 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

1. Data

In accordance with the Data Protection Act 1998, Ask4 Limited is 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.

2. Passing on your personal details

As part of the sign-up process you agree that we may pass on to the Owner your personal details together with details of the Service we provide to you and any issues relating to the provision of that Service. This is to enable the Owner to contact you for the purposes of managing the Residence and to draw to your attention the services that the Owner can provide to you. As part of the sign-up process you also agree that the Owner may pass to us your personal details and details of the room that you occupy within the Residence. This is to assist us in setting up your user account and ensuring that you receive the Service in the event that you change the room that you occupy within the Residence.

As part of the sign-up process you consent to receiving messages, SMS text messages and/or emails from us about our products and services and news, competitions and offers from us and from brands we think you may like (or from us on behalf of these brands). If you change your mind you can opt out at any time. (See 5. below)

Ask4 may work with partner companies to provide co-branded services or promotions. To provide a co-branded service or promotion to you it may be necessary for us to share your personal information with our partners and as part of the sign-up process you agree to us sharing this information. The partner will only be able to use the information as necessary to perform the requested service or to communicate with you in connection with a promotion or for statistical reporting. Partners cannot under any circumstances share your personal information with third parties and must maintain appropriate security measures to safeguard all data.

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 in these terms and conditions.

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.

3. 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. 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.

4. Our responsibility to hold accurate 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.

5. Opting out from receiving further marketing information from us or third parties

If you have not opted out from receiving information from us or our partners by e-mail, telephone or post when purchasing products and services from us in connection with your current Ask4 account and would like to receive no further communications of this kind then please write to us at the above address or go to the Ask4 portal at <http://portal.ask4.com/myaccount/> and make the relevant selections. Please specify clearly whether you wish to opt out of receiving messages etc. from third parties only, from us only or from both third parties and us. Please note that we must retain the right to contact you in any event with information relating to the provision of the Service.

6. 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.

7. 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:

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8. 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.

9. 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.