

KeConnect Internet - Broadband Terms & Conditions

These terms and conditions of business govern the Service(s) we provide you and explain your rights and obligations. They are very important, so we recommend that you read them carefully. They explain what you can expect from us and what we expect from you. We hope they are largely self-explanatory. However, if there is anything in these terms and conditions that you do not understand, please contact us by calling 08450 506050.

By signing the KeConnect Broadband order form or selecting the "I have read and accept the terms and conditions" tick box on the electronic registration procedure, you will be deemed to have accepted these terms and conditions and agreed to comply with all related policies, including our Privacy Policy and Acceptable Usage Policy, which can be found at www.keconnect.co.uk/terms. By using the KeConnect service(s), you also signify your agreement to these terms of use. Only when you are in acceptance of all terms stated below, shall you be allowed to access the service(s) that you have selected during the sign-up process. If you do not accept these terms and conditions, do not use the service.

1.) Definitions

In our terms and conditions we use words that have specialised meanings. Below are some of the most common of those words and their meanings. We strongly suggest that you view these meanings whilst reading through these terms and conditions.

- **'We', 'us', 'KeConnect' or 'KeConnect Internet'** refers to KeConnect Systems Ltd. trading as KeConnect Internet. Our address is Pegasus One, Orion Court Business Park, Gt. Blakenham, Suffolk, IP6 0LW.
- **'Service(s)' or 'The Service'** refers to the broadband (ADSL) service(s) that you have chosen to select or purchase at the time of sign up, either by completing a paper form order form or the online registration.
- **'ADSL'** is the technical name for broadband and stands for Asymmetric Digital Subscriber Line, the use of which enables the high-speed transmission of digital data on the internet over an analogue telephone line.
- The duration of the contract, or **'initial term'** with KeConnect is 1 (one) Year, as acknowledged by signing an order form or carrying out the electronic registration procedure.
- **'Fees'** refers to those charges we make for initial connection to the Service(s) and for continued access. The Fees are determined by the Service(s) that you have decided to purchase.
- **ISP** stands for Internet Service Provider.
- **KeConnect Authorised Reseller** means a company or individual who has been authorised by KeConnect Internet (by the signing of a KeConnect Reseller Agreement) to resell our products and services to end-users.
- **Incompatible products** means a product or service delivered/installed on your BT telephone line which is incompatible with broadband (ADSL) technology.
- **BT** means British Telecommunications Plc.

2.a) The Service - provision

Once we have processed your order form or electronic registration, and received any Fees that are due from you, we will then provide you with the relevant Service(s).

Broadband (ADSL) is a service delivered by an ISP (in this case, KeConnect) to an end user over a normal BT analogue telephone line.

The broadband (ADSL) service is provided and maintained by the ISP (in this case, KeConnect) over their own internal network infrastructure, but is delivered via the BT telephone exchange, over the phone line and as such requires the participation of BT Wholesale and BT Openreach in the initial provision process. As part of the broadband activation process KeConnect submit a request to BT Wholesale for the delivery of an ADSL service via a BT line and liaise with BT to organise the initial provision of the service to the end user.

The standard lead-time for provision of a broadband (ADSL) service is seven days (five working days). In some cases, the provision of a broadband service may be delayed for reasons outside of KeConnect's control. It may be that additional work needs to be carried out at the telephone exchange or at the end users premises in order that their phone line is made suitable for broadband (ADSL). In this circumstance, it is not KeConnect's responsibility to carry out this work or rectify the delay, but we will communicate the delay (and the reasons for the delay) in provision to the end user, and thereafter send regular updates to them outlining progress.

2.b) The Service – customers subscribing to a KeConnect ADSL Max product

ADSL Max services are only available to customers whose telephone exchanges have been enabled for the provision of DSL MAX. A customers' ability to receive particular download/upload speeds will be dependant on the quality of the phone line and their distance from the exchange. ADSL Max is a rate adaptive service, which means that KeConnect will supply the service at the maximum speed that the customers line can support. The actual ADSL Max line rate supportable will be determined during the first 10 days of use, after which time the highest stable rate possible will be set. Because of the rate adaptive nature of ADSL Max, connection speeds may vary (i.e. go up/down) during the course of your contract period.

2.c) The Service - repair

As outlined in 2.a), broadband (ADSL) services provided by any ISP are provided over a BT analogue telephone line. Because of this, the quality of the service is partly reliant on the length and quality of the physical BT telephone line itself.

If an end user experiences connectivity issues at any point, they should call 08450 506050 and select the option for Technical Support. A KeConnect Customer Support Technician will then diagnose the issue and, where possible, rectify it.

If a KeConnect Customer Support Technician has successfully eliminated any issues on KeConnect's own network or with the way that the end user has set-up the connection and/or their broadband equipment and believes that there is a broadband affecting fault on the BT line itself, KeConnect will raise a fault with BT. BT will respond to KeConnect regarding the fault within 40 working hours (or 20 working hours if the end user has subscribed to KeConnect Broadband Assurance) and may or may not deem it necessary to dispatch a BT Openreach engineer.

If BT deems it necessary to dispatch an engineer, the next available appointment will be offered. KeConnect will contact the end user to confirm that this appointment is convenient. Access to the site is authorised by the end user, on/at the given dates/times. It is the end user who should ensure that all reasonable security checks are made prior to any person(s) being allowed into their premise(s), whether it be checking the validity of the identity card or calling BT to confirm that the visit to the premise is valid and genuine. KeConnect will not accept any liability how so ever occasioned, should you fail to make necessary security checks regarding your premise(s) and your own safety.

It is not KeConnect's responsibility to repair BT line faults but we will communicate between BT and the end user to ensure that the fault is rectified as soon as possible. KeConnect cannot be held responsible for loss of service brought about by faults occurring at the BT telephone exchange, on the BT telephone line itself, or with the end users own internal wiring or computing equipment.

If KeConnect believe that your connectivity issues (e.g. slow speeds) are a result of you having subscribed to the wrong service for your needs, we will give you fair and reasonable notice of our intention to upgrade you to a more suitable service 14 days prior to any action being taken by us, and will provide you with the relevant paperwork to complete to approve this upgrade, or inform us of your decision to terminate the service as described in **15.) Notices**. If we do not receive contact from you within 14 days either to approve the upgrade or to give notice of termination, your account may be suspended.

3.) Supply

In order for us to be able to provide the ADSL Service(s), you must have the relevant equipment. This includes a BT analogue telephone line, which is suitable for ADSL, (i.e. does not run through a telephone switch system or have any other incompatible products on it) as well as suitable computing equipment (e.g. a compatible PC or MAC and ADSL hardware). Your BT analogue telephone line must also be provided via a telephone exchange which can deliver ADSL service and which has sufficient capacity for additional ADSL users.

The fees that we charge for the Service(s) do not include providing you with any equipment or telephone lines, unless specifically stated. It is your responsibility therefore to ensure you have the necessary means to access the Service(s), and that it is the right Service(s) for you.

We have no obligation to advise you of new services or upgrades. If you intend to extend your network to a WAN (wide area network) encompassing other LANs (local area network/s), you are by definition extending access to the Service(s) provided by us. This can only be done upon receiving our written authorisation and subsequent to agreeing additional charges against this extended Service(s).

4.) Assignment of IP addresses

Assignment of this address space is valid as long as the criteria for the original assignment are still met and only for the duration of the service agreement between yourself and KeConnect, who will have the right to re-assign the address space to another user upon termination of the agreement or an agreed period thereafter. This means that you will have to re-configure the addresses of all equipment using this address space if you continue to require global uniqueness of those addresses. Note that some Internet services do not require globally unique addresses if accessed through a NAT or application layer gateway/firewall.

5.) Improper Use

Our network and/or Service(s) may only be used for lawful purposes and comply with all legal requirements relating to, without limitation, defamation, copyright, trademark, software licences and any rules that are applied to you as a user when visiting a third party website, for which you are solely responsible. The law relating to Internet use is under continuous development. It is up to you to check whether you might be infringing any law or regulation, and if in any doubt you should take independent legal advice. Please remember that material that may not breach any law or regulation in the United Kingdom may breach the laws and regulations applicable in other countries, and the Service(s) does/do give you access to computer networks worldwide.

You agree that you will not use the Service(s) for transmission of any material in breach of any law or regulation. For this purpose it will be irrelevant whether you knew of the content of the material transmitted. You agree that the Service(s) will not be used in any way for spamming, chain letters, junk mail or unsolicited distribution lists. You agree not to transmit through the Service(s) any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, menacing or discriminatory material of any kind, which could cause distress or is perceived to distress any user. KeConnect reserves the right to access and disclose any information, data, graphics, video, sound, files and other content created by, provided by, or accessed by you in order to comply with applicable laws and lawful government requests, to operate its business properly, and to protect itself and its users. KeConnect reserves the right in its sole discretion, but will not be obligated, to remove any content from its system. KeConnect will fully co-operate with all applicable law enforcement authorities in investigating suspected lawbreakers, and reserves the right to report to such authorities any suspect activity of which we become aware.

KeConnect's services must not be sold on to a third party unless the Terms and Conditions of the Customer's contract specifically state it.

Some of our Services include a monthly data download allowance. This will have been clearly indicated in the product specification at the time of signup. If you have subscribed to a service with a monthly data download allowance, you agree that any usage in excess of the included allowance will be automatically charged on your next invoice at the rate shown.

6.) Passwords and security

We will provide you with a user identification and password. We will also issue this information to the KeConnect Authorised Reseller who referred you to KeConnect (should there be one); for convenience should they need to be involved in the installation, set-up or ongoing maintenance of your account.

If you do not wish this information to be given to the KeConnect Authorised Reseller you must request that in writing at the time of making your order, either via a letter with your paper order form or via the free type comments box at the end of the online signup process.

The right to use the Service(s) is personal to you and you must advise us if you suspect that someone is using your account without your permission or has knowledge about your personal details.

You/the Authorised Reseller must keep these passwords secret. You must change your password immediately if you think that anyone else knows it. In the event of any suspected security breach, we reserve the right to change your password. If that happens, we will notify you of this as soon as we operationally can. Please remember that, when using the Service(s) and sending data to other people, your communication link may not be secure. It could be unsafe to submit your credit card or debit card details, or other personal information, over the Internet. Only one connection may be made at any time using your username and password.

During the sign-up process, you will be asked to supply a 'Security question and answer'. Anybody telephoning KeConnect requesting information about your account (such as username(s), password(s) settings) will be asked this question (apart from your Authorised Reseller, who will be identified by KeConnect staff by answering a series of questions about their own account). If the person requesting the information cannot answer the security question, they will not be given any information. If they can correctly answer it they will be given the information. For this reason it is very important that your security question is one that only you and other authorised parties would know the answer to.

7.) Acceptable Use Policy

You are required to read, and agree to abide by KeConnect Internet's Acceptable Use Policy, which can be found at www.keconnect.co.uk/terms.

8.) Service Maintenance

We will provide ongoing maintenance in respect of the Service(s) supplied to you. Because of this purpose there will be some occasions when you will not be able to access the Service(s). We will endeavour to keep these occasions to a minimum and details of these occasions will be posted on the website www.kerne.net under the section named "System Status".

9.) Fees

You agree to pay the Fees for the Service(s) and understand the importance of these being paid on time. The minimum contract period, or 'Initial term' is as selected during the sign up process. The initial period will be for 12 months and thereafter for a further period equal to the initial period as previously defined unless cancelled by either party in writing not less than 30 days prior to the end of the agreed period. On the date that your broadband connection is enabled, KeConnect will raise an invoice for any relevant activation/set-up/hardware fees, plus your first month's subscription. This payment will be taken automatically from your account via Direct Debit on or after 14 days from invoice date. Thereafter your monthly subscription will be invoiced and taken in the same way. You understand and agree that if you fail to make payments of Fees when they are due, we will suspend your service, in part or in full, until payment is received in full.

The services that we provide are automatically continued when the initial period terminates. In these circumstances you understand and agree that continuation of your service will incur the standard fees as set out during the sign up process, unless we hear from you according to the notice period outlined Section 15.) **Notices.**

10.) Suspensions and Termination

We may terminate our contract with you and the provision of the Service(s) at any time by or electronic mail written notice if you are in material breach of any of these terms and conditions including, without limitation, as a result of your failure to make payments of the Fees on the due date, your failure to comply with the policies applicable to your use of the Service(s), or if your use of the Service(s) is in breach of legal requirements or the requirements for acceptable use set out in these terms and conditions and the KeConnect Internet Acceptable Usage Policy (AUP).

If we terminate the contract in these circumstances, we shall be entitled to retain any Fees paid in advance by you and bill you for the total sum remaining of the initial contract period. Without prejudice to our right of termination for any breach by you of these terms and conditions, we may also suspend provision of the Service(s) if you are or we reasonably believe that you may be in breach of these conditions, until you cease to be in breach (which, in the case of failure by you to pay the Fees when due, will be until we receive the Fees due from you in cleared funds), or pending investigation into any suspected breach. If an investigation subsequently shows that you are in breach of any applicable policies and/or these terms and conditions, we reserve the right to deactivate your account, terminate our contract and recover from you all costs that may have been incurred as a result of the breach. Deactivation will result in the suspension of the account. We also reserve the right to terminate the provision of the Services at any time. We will endeavour to give you 14 days' prior notice of any such termination, but we may not be able to do so if the reason for termination is to enable us to comply with legal requirements.

10. a) Migrations

KeConnect rarely loses customers, as we pride ourselves on delivering a high quality broadband service to all our customers, as well as excellent Customer Service and technical help. However, in the unlikely event that you wish to request a MAC (Migration Authorisation Code) there are two ways that you can do this:

- 1.) Via email to customerservices@keconnect.co.uk
- 2.) By post to the address on our website www.keconnect.co.uk

Please make sure that you state your account number and the name of the provider that you will be giving the MAC to.

KeConnect will issue the MAC to you within five working days in the same manner in which you communicated your request to us.

KeConnect complies to Ofcom General Condition 22. Service Migrations: Migrations Authorisation Code (MAC) Broadband Migrations Process.

11.) Liability

You agree and accept that we are unable to exercise control over the content of the information passing over our connection to the Internet or our network or the Service(s). KeConnect cannot be responsible for the transmission or reception of such information. We are not in a position to monitor how you use the Service(s), and so you agree to indemnify us against any claim that is brought against us, or any costs liability that we incur, as a result of your use of the Service(s).

We accept no responsibility for any action brought against you arising from service misuse.

Whilst we endeavour to provide a continuous service, we give no warranty that the Service(s) will be continuously available. You are in a better position than we are to evaluate any potential loss you may suffer by using the Service(s), and to insure if appropriate. Accordingly, our liability to you, whether for breach of contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, is limited to a maximum amount of the Fees you have paid us for the Service(s). We shall not be liable in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any indirect or consequential loss or damage (whether for loss of profit, loss of business, loss of data, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether or not caused by our negligence or that of our employees, agents or sub-contractors) which arise out of or in connection with our contract. We also cannot be liable for the quality or accuracy of information received through the Service(s). Nothing in this clause shall exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent representations. It is your responsibility to carry out computer virus precautions. We will not be responsible for loss arising out of computer viruses, whether they are introduced through our software or otherwise. From time to time, Internet addresses or sites are disconnected or cannot be found. We are not responsible for maintaining sites other than our own.

12.) Indemnity

You agree to release, indemnify, and hold KeConnect and its directors, employees, contractors, agents and affiliates harmless from all liabilities, claims, and expenses, including all and any legal fees and expenses arising from your breach of these terms and conditions or any of KeConnect's policies relating to the Service(s) provided including, without limitation, infringement by you, or someone else using the Service(s) with your computer, of any intellectual property or other proprietary right of any person or entity. When KeConnect is threatened with suit by a third party, KeConnect may seek written assurances from you concerning your promise to indemnify KeConnect; your failure to provide those assurances may be considered by KeConnect to be a breach of our contract and may result in termination of our contract.

13.) Software

You agree that you are solely responsible for registering any software that requires such registration whether induced, extracted or found and which is or is not downloaded by you through the Service(s), and paying any regulated charges thereafter, with the relevant software owner.

14.) Data Protection

We reserve the right to put names and other information from the paper order form or electronic registration form, into a computerised directory for internal purposes only. Please refer to our Privacy Policy, found at www.keconnect.co.uk/terms, with which you agree to comply.

15.) Notices

If you need to give notice of service cancellation for any reason, you must do so 30 days in advance, in writing to KeConnect Internet at the address shown on our website www.keconnect.co.uk or via email to customerservices@keconnect.co.uk. Please note that any notice you give to us will only be considered effective if it is executed in writing in this way and is taken with effect from when this is done.

16.) General Prices

The Fees are inclusive of VAT unless otherwise indicated. We reserve the right to vary the Fees from time to time, although the subscription Fees will remain fixed for the first payment term you sign up for. You will be notified of any changes to your payments in writing at least 14 days in advance. If you do not agree to any such varied prices, you will be entitled to cancel our contract, and to receive a refund of any part of the Fees paid to us in respect of the period following the date of termination, calculated pro-rata on a daily basis.

17.) Amendments

We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms and conditions (and the provisions of any policies applicable to the Service(s)) or vary the Service(s) and will publish any amendments at www.keconnect.co.uk/terms. You should also check these terms periodically for changes. Your continued use of KeConnect Service(s) following the posting of changes

to these terms and conditions and/or the Service(s) will mean you accept those changes. If you do not agree to any such modified terms, you will be entitled to cancel our contract in writing and to receive a refund of any part of the Fees paid to us in respect of the period following the date of termination calculated pro-rata on a daily basis.

18.) Governing Law

You and we both agree to submit to the exclusive jurisdiction of the English courts. We both accept that a Court may strike out or override any part of these terms and conditions if it considers them to be illegal, unenforceable or unfair, pursuant to some statutory provision. In such cases a Court can enforce the terms and conditions as if the offending clause or clauses had never been contained in them. Should any provision or portion of these terms and conditions be held invalid or unenforceable by a court of law for any reason, it shall be deemed omitted and all other provisions of these terms and conditions shall continue in full force and effect. You attest that you are of legal age to enter into this Agreement.