

## **KeConnect Internet - SDSL Terms & Conditions**

### **Terms of Use**

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. 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 this sign-up process. By using the KeConnect service(s), you signify your agreement to these terms of use. If you do not agree to these terms of use please do not use the KeConnect service(s).

### **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' or 'KeConnect' 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)' refers to the service(s) that you have chosen to select or purchase at the time of sign up online. The duration of the contract 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.

### **2. Terms and conditions**

By signing the KeConnect SDSL 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 accept these terms and conditions and will comply with all related policies, including our Privacy Policy and Acceptable Usage Policy, which can be found at [www.keconnect.co.uk/terms](http://www.keconnect.co.uk/terms). When 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). 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.

### **3. Supply**

In order for us to be able to provide the SDSL Service(s), you must have the right computer equipment. 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. You should note that some Service(s) are subject to different server upload restrictions and these are laid out in the relevant Acceptable Use policies (please refer to Section 7 below). Use of the Service(s) signifies that you accept these policies and agree to comply with them. It is expected that uploads to our servers from outside of our network should be kept to a minimum with the majority of uploads being made using our Service(s).

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.

## **6. Passwords and security**

We will provide you with a user identification and password. These must be kept 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.

## **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](http://www.keconnect.co.uk/terms).

### **8.a 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 our website under the section named "Service Status".

### **8.b Installation**

Any third party, who is contracted through us to install any equipment at the customer's premises whether it is a business or residential address, will ensure that access to the site is available as agreed at the time of ordering the product. The customer also understands and agrees that where access to the site was not available or where their prevails a compatibility issue with installation, then a charge of up to 75% will be levied prior to another date being agreed on behalf of the customer.

### **8.c Access**

Access to the site is authorised by you, on the given dates. It is the customer who should ensure that all reasonable security checks are made prior to any person(s) allowed into their premise(s), whether it be checking the validity of the identity card or calling KeConnect 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.

## **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. All Fees must be paid before the service is fully enabled for use. 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. Certain 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 online, unless we hear from you according to the notice period outlined in the Terms & Conditions of your Service.

## **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 relevant policies applicable to the Service(s).

If we terminate the contract in these circumstances, we shall be entitled to retain any Fees paid in advance by you. 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. If we terminate in these circumstances, you will be entitled 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.

You understand and agree that residential "consumer" accounts are not to be used by Business "commercial" users, as described in the Acceptable Use Policy. Part time commercial activities, such as hobby use, are not prohibited when using a residential service. Commercial users using residential services will be given fair and reasonable notice of our intention to upgrade them to the relevant business service 14 days prior to any action being taken by us. You may contact us to approve an update to the business service we deem most appropriate or to inform us of your decision to terminate the service as described in this section. No refunds or part refunds will be given in respect of any Fees paid to us in advance if you choose to terminate your contract in this manner. If no contact is received from the customer as described in this section and section 16, the account will be automatically updated.

Certain 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 online, unless we hear from you according to the mechanisms outlined above and in section 16 below.

You understand and agree that using our Domain Hosting service(s) with Domains registered by us, or an agent other than us will include such domains in our Domain Renewal service that automatically continues as described above, unless we hear from you according to the mechanisms described above and in section 16 below, 30 days prior to the date of renewal.

#### **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**

For any software whether induced, extracted or found and which is or is not downloaded by you through the Service(s) you agree that you are solely responsible for registering any software that requires such registration, 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 order 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](http://www.keconnect.co.uk/terms) , with which you agree to comply.

#### **15. Notices**

If you need to give notice of cancellation for any reason, you must do so in writing to KeConnect Internet at the address shown on our website [www.keconnect.co.uk](http://www.keconnect.co.uk) . Please note that any notice you give to us will only be considered effective if it is executed in writing 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](http://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.