

www.ktel.co.uk 01702 841841

Kinetic Telecom (Kinetic Internet Limited): Consumer Terms and Conditions

(Effective for all orders received from 1st December 2019)

Consumer Terms and Conditions Last updated date: 01/12/2019

1. About the Agreement

1.1. The Agreement between us comprises the following:

1.1.1. The order you submit to us for the supply of the Services (the "Order");

1.1.2. These Terms which set out the terms and conditions pursuant to which we will provide the Services to your Premises;

1.1.3. The Kinetic Telecom Privacy Policy which is available at www.ktel.co.uk;

1.1.4. The Kinetic Telecom Services plans and tariffs which are available at www.ktel.co.uk; and

1.1.5. The Kinetic Telecom Internet Acceptable Use Policy which is available at www.ktel.co.uk.

1.2. Please note that, in this document, reference to "we", "us", "our" and Kinetic Telecom denotes Kinetic Internet Limited, trading as "Kinetic Telecom". Registered in England and Wales Reg. No. 4470080, Registered address is: Lodge Park, Lodge Lane, Langham, Colchester, Essex. CO4 5NE.

Reference to the "parties" means both Kinetic Telecom and you, the residential customer.

1.3. Our customer code of practice (the "Code of Practice") is available at www.ktel.co.uk or can be provided in paper form on request.

1.4. Words and phrases starting with capital letters have specially defined meanings. These meanings are set out in the table of definitions at Clause 23 of these Terms.

1.5. Your attention is drawn to the parts of these Terms that: (i) allow you to cancel the Agreement and inform you of your responsibility for any Charges incurred in respect of the Services until the Agreement has ended (see Clauses 11 and 14); (ii) allow us to suspend or cancel the Services if you do not pay on time (see Clauses 12 and 13); and (iii) limit our liability to you in respect of the Services (see Clause 17).

2. Description of the Services

2.1. A description of all of the services which we offer is available on the Site.

2.2. This Agreement applies to the provision of any of the following services to you by Kinetic Telecom (the "Services"):

2.2.1. "Combined Services" which means the provision of combined Data and Voice Services, including the features and functionality in relation to your chosen package as described on the Site.

2.2.2. "Data Services" which means the broadband internet and data services as described on the Site (which can be provided as a standalone service or as part of the Combined Services), including the features and functionality in relation to your chosen package as described on the Site;

2.2.3. "Voice Service" which means the voice and telephone services described on the Site (which can be provided as a standalone service or as part of the Combined Services),

including the features and functionality in relation to your chosen package as described on the Site;
and

2.2.4. "Additional Service(s)" which means any supplementary services and features provided by us to you in connection with the Services.

2.3. You agree that the Services are for your own personal and domestic use and that you will not, without our prior consent in writing, re-sell or re-supply the Services, free of charge, for money or equivalent value in monetary terms.

2.4. If you are a customer with special needs (for example, an elderly or disabled customer) we can provide you with services and products geared towards your needs. We can provide you with information and materials in other formats such as Braille, audio or large print. Please refer to our Code of Practice, or contact us and tell us how we can help you.

2.5. If you select the Activation Services in your Order, provided that you meet the requirements set out on the Site, we will provide the Activation Services to you in accordance with the provisions of Clause 7.10.

3. Length of the Agreement

3.1. This Agreement commences on the date that we accept your Order, continues for the minimum period which is set out in the Order (the "Minimum Period") and any additional Minimum Period under Clause 7.4 and will continue thereafter until brought to an end by either you or us in one of the ways set out in these Terms.

3.2. Acceptance of your Order will take place on the date on which an authorised representative of Kinetic Telecom accepts your Order.

3.3. Please note that acceptance of your Order is at our sole discretion.

3.4. You acknowledge that, following acceptance of your Order, we will send you our order confirmation by letter or email.

3.5. You acknowledge that, in order to receive the Services, your Premises must be located in an area where the Network is available.

3.6. We will confirm the availability of the Network to you before accepting your Order.

3.7. The confirmation letter or email provided to you under Clause 3.4 will contain your Target Activation Date for Services and the telephone number(s) allocated to your account (if applicable).

3.8. The Target Activation Date is the date on which we will endeavour to activate the Services, which will normally be approximately five (5) days after you have received our order confirmation.

3.9. The Target Activation Date is a target only and the actual date of activation will depend on a number of factors. Accordingly, any activation dates provided to you, including the Target Activation Date, are estimates only and you agree that we will not be responsible for a failure to meet any activation date which is beyond our control.

Consumer Terms and Conditions Last updated date: 01/12/2019

4. Mobile Contracts

4.1 Charges for mobile sim contracts are payable in advance. Calls are charged in arrears.

4.2 All mobile sim contracts are subject to a minimum 12 months contract. If you leave before this time, there will be an exit fee of £36 applied to your final invoice.

5. Charges and Payment

5.1. We publish details of all tariffs, fees and Charges (including any applicable Cancellation Charges) on the Site. Our Charges may change from time to time in accordance with Clause 19, but we will notify you in advance with details of any changes.

5.2. Provision of the Services is conditional upon you paying all Charges applicable to the Services, in accordance with this Agreement. Details of all tariffs, fees and Charges are published on the Site.

5.3. If we notify you before you enter into this Agreement that a deposit is required, payment of the deposit will have to have cleared before provision of the Services can commence. We will return any deposit which you pay to us by way of a credit to your account on your request after a satisfactory six (6) month payment history. The deposit may be used by us to pay all or part of any outstanding debt that you owe us. Please note that an interest is payable on any deposits held by us.

5.4. We reserve the right to pass on any third party charges we incur directly as a result of recovering any sum you owe us and we reserve the right to employ debt collection agencies, to transfer the right to collect your debt or to factor your debt to a third party for collection.

5.5. If you fail to make any payment by the due date, we shall be entitled, but not obliged, to charge you interest on the overdue amount, from the due date, up to the date of payment, after as

Consumer Terms and Conditions Last updated date: 01/12/2019

well as before judgement, at the rate of 4% above the base rate from time to time of the Royal Bank of Scotland. Such interest will accrue on a daily basis, will be compounded quarterly and will be payable by you on demand.

5.6. If you use the Services in a manner that is inconsistent with your tariff, we reserve the right to apply the tariff that corresponds to the level and type of use you make of the Services.

5.7. We will invoice you on a monthly basis in accordance with our Code of Practice.

5.8. Subject to the following provisions of this Clause 5, you will pay all invoices issued by us by the due date set out in the invoice.

5.9. You will pay:

5.9.1. In advance, for all Activation Charges and the Monthly Cost; and

5.9.2. On demand, for all Cancellation Charges and all other sums which are payable on demand, as referred to in this Agreement; and

5.9.3. In arrears, for all Call Charges and all any other Charges which we decide to bill in arrears.

5.10. You will be responsible for all the Charges for the provision of the Services, from the date on which we activate the Services, unless otherwise agreed in writing with us.

5.11. Unless you think that there has been a mistake, you must pay all sums due in full. If you do think there has been a mistake, you must notify us using one of the methods set out in Clause 5.20.

5.12. Direct debit is our preferred method of payment, although we do accept other methods of payment.

5.13. The methods of payment accepted by Kinetic Telecom are set out on our Site and in our Code of Practice.

5.14. We have included VAT at the current UK rate. You agree that we shall provide you with an electronic modified VAT invoice showing the total amount due and the amount of VAT payable. All electronic VAT invoices are available by accessing your on-line account.

5.15. If payment is by credit card, Kinetic Telecom reserves the right, at any time, to stop accepting credit cards from one or more issuers.

5.16. If you choose to pay by direct debit and your direct debit details change, you must notify us immediately. Failure to do so may lead to suspension or termination of the Services.

5.17. If you pay via E-Billing, it is your responsibility as a customer to keep your email address up to date, so you can continue to receive and pay your E-Bills.

5.18. If you choose to pay by direct debit your Order for the Services authorises Kinetic Telecom to charge your debit or credit card, as set out in our Code of Practice. The authorisation will remain valid until thirty (30) days after we receive your written notice terminating our authority.

5.19. Your Kinetic Telecom account will have a credit limit applied. Should you wish to have the limit amended, this can be reviewed upon request by calling Customer Services, or by sending us a contact form via the Site.

5.20. Billing disputes must be notified to us by calling Customer Services, or by sending us a contact form via the Site.

6. Important Service Information

6.1. Availability of the Services:

6.1.1. By signing up to the Services, you understand and agree that the Services may not offer all of the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power supply disruptions. In return for the payment by you to us of the Charges, you will be provided with Network Terminating Equipment ("NTE"). You must, under Normal Conditions (which means that there is a power supply to the Premises and there are no faults in the Network or the Equipment which affects the quality of the Services provided to you), maintain a mains (240 volt AC) power supply to the NTE in the Premises and any other Equipment we supply in order to use the Services.

6.1.2. Your attention is specifically drawn to the Service description on our Site and in our Code of Practice, which can be found on the Site, and which describes both our Voice and Data Services and any limitations that may exist.

6.2. Access to Public Emergency Calls:

6.2.1. During Normal Conditions, 999/112 public emergency call services can be accessed from the Voice Services. However, you understand and acknowledge that there may be some limitations, as set out in the following paragraphs:

- a) During a Service Outage or a power failure, if you do not have a properly charged and installed battery back-up unit, access to 999/112 public emergency call services may not be available;
- b) For the phone line(s) in relation to which you contract with us for Voice Services, your location will be registered as a part of subscribing to the Voice Services. This is necessary for billing purposes and for emergency operators and authorities to identify your location and phone number if you dial 999/112; and
- c) If we suspend the Voice Services under this Agreement, you will still be able to dial 999/112.

6.2.2 Please note that the details of the battery back up in relation to the Voice Services are set out in the Code of Practice.

6.3 Number Portability:

6.3.2 Number portability may not be available with the Voice Services. If you move your Voice Services to or from Kinetic Telecom or to or from another provider, you may not be able to keep your telephone number. We will not process a number porting request, unless your account is completely current, including payment for all Charges and applicable Cancellation Charge.

7. Conditions of Service

The Services are provided on the following terms:

7.1. Your Information

7.1.1. You acknowledge that the information you provide to us in your Order will be relied upon by us for the provision of the Services.

7.1.2. If there is any change in the information provided by you in the Order or if the information provided by you is incorrect, you agree to notify us immediately by contacting Customer Services.

7.1.3. Notwithstanding any other provision of this Agreement, if any information provided by you is false or inaccurate, we will be entitled to cancel this Agreement by giving notice to you.

7.1.4. We reserve the right to email service announcements to you in connection with the Services.

7.1.5. We take your privacy very seriously and comply with all relevant data protection legislation. Please read our Privacy Policy for more details.

7.2. Your Telephone Number:

7.2.1. Where applicable, we will use reasonable endeavours to transfer your existing telephone number to your account, provided that you give us details of this at the time you place your Order. We shall be entitled to pass on to you any third party charges we incur for number porting. You will be notified in advance of any charges associated with this activity prior to it being processed.

7.2.2. In respect of the telephone number, you agree that:

a) You do not own that telephone number and that you will not transfer it to anyone else or try to do so; and

b) We may change your telephone number where it is reasonably necessary to do so. We will give you as much notice as we can before any change.

7.2.3 We will assist you if you want to move your telephone number onto another provider network (number porting). However, please note that, under some circumstances, number portability may not be possible.

7.3 Monitoring Your Communications

7.3.1 If requested to do so by a government or law enforcement body, Kinetic Telecom may monitor communications using the Services including, without limitation, any content or material transmitted over the Services.

7.3.2 We reserve the right to record any and all calls between you and any member of our staff to enable us to monitor the quality of our Services, to ensure compliance with our regulatory obligations and procedures, in order to prevent or detect crime or to ensure that you are using the Services in accordance with our Fair Usage Policy (see below).

7.4 If You Move Premises:

7.4.1 This Agreement covers the provision of the Services to the Premises.

7.4.2 Details of what to do when you change premises can be found on the Site.

7.4.3 If you intend to move from the Premises and want to transfer your account to your new premises, it is your responsibility to notify us at least thirty (30) days in advance before your move, in order for us to try to arrange to move your Services to your new premises.

7.4.4 Provision of the Services at your new premises is subject to availability of Network coverage.

7.4.5 Following receipt of notice from you under this Clause 7.4.3, we will advise you if it is possible to transfer the Services to your new address:

a) If we can transfer the Services, we will arrange for the Services to be transferred to your new address; and

b) If we continue to provide the Services to you at your new address under this Agreement, you will be subject to a new Minimum Period, which shall start on the date we start providing Services at your new address.

7.4.6 If you move during the Minimum Period and we are unable to activate the Services, due to a lack of Kinetic Telecom network coverage, for any reason at your new premises, your Services will be cancelled. However, subject to providing us with reasonable evidence of the change of address, you

will not be charged a Cancellation Charge or have to pay the fees for the remainder of the Minimum Period, provided that you return the Equipment to us (in the same condition as when it was provided to you, except for fair wear and tear only) within fifteen (15) days of the cancellation at your cost.

7.4.7 If you move to a new address where there is no active connection to the Network and we transfer your account to your new premises, you will be charged an Activation Charge and you agree to pay such charge in accordance with Clause 5.

7.5 Security of the Services

7.5.1 We cannot guarantee internet security and strongly recommend that you make use of additional security products such as fire walls and anti-virus software due to the “always-on” nature of the Data Services.

7.5.2 We do not guarantee the security of the Data Services against unlawful or un-authorised access or use. You understand and agree that access to and use of the Data Services is at your own risk.

7.6 Line Speed and Performance

7.6.1 You acknowledge that the actual speed and performance of the service you experience in connection with the Data Services will depend on a number of factors, some of which are outside of our control.

7.6.2 As such, we cannot guarantee that maximum transmission speeds can be obtained at any time for our Data Services; nor can we guarantee that, where you are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated time-lines.

7.6.3 However, we will use our reasonable endeavours to inform you of any issues and attempt to resolve them as soon as it is reasonably possible.

7.7 Fair Usage Policy

7.7.1 All calls made using the Voice Service are subject to our Fair Usage Policy (a copy of which is available on the Site) and we reserve the right to impose limits on your calls, apply additional charges or suspend or terminate your access to the Services if we reasonably believe you are in breach of our Fair Usage Policy. Please note that we reserve the right under Clause 7.3 to record certain calls to ensure that you are using the Voice Services in accordance with our Fair Usage Policy.

7.8 The Equipment We Provide to You:

7.8.1 We agree to provide you with the Equipment as described on the Site.

7.8.2 In return for the payment by you to us for the Service/s, you are provided with the Equipment.

7.8.3 You must, under Normal Conditions maintain a mains (240 volt AC) power supply to the Equipment in the Premises.

7.8.4 The Router which we supply to you will be your responsibility and ownership shall remain with you. You will be responsible for the costs of repair or replacement of the Router in the event that it is damaged. Responsibility for the Router shall pass to you on delivery to you and so you are responsible for all loss of, theft of, or damage to the Router provided to you.

7.9 Your Obligations in Respect of the Equipment

7.9.1 You agree to notify us immediately by calling Customer Services if the Equipment used to access the Services is stolen or if you become aware of any un- authorised use of the Services.

7.9.2 Failure to do so may result in you being liable for any losses arising as a result of such un- authorised use and suspension or termination of your Services.

7.9.3 You must not reconfigure or tamper with any Equipment supplied to you for the purpose of accessing the Services.

7.9.4 In the event that you do reconfigure or otherwise tamper with any Equipment, we reserve the right to suspend or terminate the Services.

7.9.5 The Equipment must be kept and used in strict accordance with instructions issued by the manufacturer or us and must not be used in conjunction with other equipment not approved by the manufacturer or us. You are only permitted to use the Equipment to connect to the Network.

7.9.6 Apart from the Equipment, you are responsible for providing all equipment necessary to enjoy the benefit of the Services, including a telephone and computer, which must have appropriate specifications.

7.9.7 If any Equipment supplied to you by us is faulty, you must report the fault promptly by contacting Customer Services. If we agree with you that the Equipment is faulty (and, if the fault is with the Router, the fault is diagnosed within the warranty period for such Router), we will either (at our sole discretion):

- a) Rectify the fault in the Equipment; or
- b) Replace the Equipment.

We will not be liable to rectify any fault in, or replace, a Router if a fault is diagnosed outside of the warranty period for such Router.

7.9.8 In instances where a fault is diagnosed with the Network Terminating Equipment (NTE), we will action the appropriate remedy at no additional cost to you, provided that you have complied with your obligations under Clause 7.9 and that the faulty NTE is returned to us, at our cost, in accordance with our instructions, within thirty (30) days of the date on which you reported the fault to Customer Services. If you do not comply with the conditions set out in this Clause 7.9, or (in our reasonable opinion) the fault is caused by abuse or negligence in relation to the NTE, while in your care, you will be charged for and shall pay to us on the demand the cost of the replacement NTE.

7.10 Activation Services and Engineer Visits

7.10.1 Following acceptance of any Order, if you select the Activation Services in your Order, we will contact you to agree an appointment time.

7.10.2 You must ensure that someone over the age of 18 is present whilst our engineer is on the Premises providing the Activation Services.

7.10.3 You must tell us at least 24 hours before any agreed appointment if you cannot make this time, otherwise we may charge you for a missed appointment. If we do not keep an appointment, you will not be charged for this appointment.

7.10.4 We will charge you the Activation Charges in relation to the Activation Services we provided to you and you shall pay the Activation Charges in accordance with Clause 5.

7.10.5 We will need appropriate access to your Premises in order to provide the Activation Services. You agree to allow us reasonable access to your Premises if we need to carry out work on the Premises to provide the Services to you. You also agree to get any permission or authorisation needed from someone else if we have to cross their land or put our equipment on their premises in order to provide the Services to you.

7.11 Your Obligations in Respect of the Equipment

7.11.1 You will be responsible for interoperability between your equipment and the Equipment provided by us to deliver the Services.

7.11.2 We do not accept any responsibility for such interoperability or the performance or non-performance of your equipment.

7.12 Your Obligations in Respect of the Equipment

7.12.1 If, at any time, there is a fault in relation to the Services and/or the Services are unavailable, you should contact Customer Services. Please contact Customer Services or visit the Site for further information on reporting a fault.

7.12.2 If we fail to repair the Services or fail to respond to the fault within two (2) Business Days of the date on which you reported the fault to Customer Services, you may be entitled to compensation and such compensation due to you shall be deducted from the amount payable by you in relation to the relevant period.

7.12.3 However, you will not be entitled to such compensation if the fault occurred as a result of an event outside of our reasonable control, or as a result of your interference with and/or failure to maintain the Equipment.

8 The Internet Acceptable Use Policy (AUP)

8.1 When accessing our Site or using the Data Services, you must abide by our AUP, which can be found on our Site (www.ktel.co.uk). For information purposes only, a summary of our AUP is set out in Clause 8.4. This summary should not be taken as the entire detail of our AUP.

8.2 Whilst there are no specific monthly usage allowances on the Data Services, the provision of the Data Services to you is subject to our AUP and we reserve the right to impose download limits at any time, or suspend or terminate your access to the Data Services, if we reasonably believe that your use constitutes a breach of our AUP.

8.3 We reserve the right to modify the AUP at any time. If we change the AUP, Clause 19 shall apply. Any changes will take effect when posted on our Site and on your account front page.

8.4 When using the Data Services, or accessing our Site, you will not:

8.4.1 Commit or encourage an unlawful act;

8.4.2 Send, receive, upload, download, use or re-use any information or material which is unlawful, offensive, abusive, indecent, sexist, racist, hateful, harassing, defamatory, obscene or menacing, or in breach of confidence, privacy or any other rights;

8.4.3 Insert or knowingly or recklessly transmit or distribute a virus;

8.4.4 Seek un-authorised entry into the Data Services and/or the back office systems;

8.4.5 Corrupt data;

8.4.6 Circumvent, or attempt to seek to circumvent, any of the security safeguards of Kinetic Telecom or any of its suppliers;

8.4.7 Use the Data Services to cause annoyance, inconvenience or needless anxiety to subscribers or others;

8.4.8 Send or provide any unsolicited advertising or other promotional material, commonly referred to as "spam" by email, webmail or by any other electronic means;

8.4.9 Send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities;

8.4.10 Use the Data Services in any way which, in our reasonable opinion, is, or is likely to be, detrimental to the provision of the Data Services to any other Kinetic Telecom customer;

8.4.11 Employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Data Services;

8.4.12 Directly or indirectly act or omit to act in any way which may infringe, damage or endanger any intellectual property rights (or any goodwill attaching thereto) which may now or in the future subsist in any part of the world of us or any third party;

8.4.13 Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or

8.4.14 Permit any third party to do any of the above.

8.5 You will not hold us or any of our third party contractors liable in relation to the accuracy, reliability, availability and performance of resources accessed through the internet which, you acknowledge, are beyond their control and are not in any way warranted or supported by us or our third party contractors.

8.6 We will investigate any suspected or alleged breaches of the AUP and in doing so we will endeavour to act reasonably and fairly at all times.

8.7 If you are found to have breached the AUP or the Agreement, we may issue a formal warning to you, suspend or terminate one or more of your Kinetic Telecom accounts, making an additional charge for our reasonable costs incurred of investigating and dealing with the misuse, and/or block access to any relevant component(s) of the Services. We shall be entitled to pass on to you any third party charges we incur for number porting.

8.8 If you are found to have breached the AUP or this Agreement, or if you have allowed any third party to use the Services we provide to you for engaging (or permitting others to engage) in an unlawful or unacceptable activity (as determined by Kinetic Telecom), you may receive a formal warning from us specifying the unacceptable conduct.

8.9 If we suspend your access under Clause 8.7, then this suspension may be lifted, at our sole discretion, when the reason for suspension has been rectified and upon receipt of a formal written undertaking from you not to commit any future "abuse". All cases are, however, considered individually upon their merits.

8.10 Without prejudice to any other rights and remedies available to us, we reserve the right to, where feasible, implement technical mechanisms to prevent any unlawful or unacceptable activity or anything which infringes the AUP.

9 Your Obligations in Respect of your use of the Services

9.1 You agree that you will use the Services in accordance with such instructions as we may notify to you from time to time and in accordance with all Applicable Laws.

9.2 You are responsible for all activity and usage of the Services and for any breaches of this Agreement that may result.

9.3 You must ensure that the Services are not used, whether by you or by anyone else, for any unlawful or fraudulent purposes.

9.4 You agree that you will not use the Services, nor allow others to use the Services:

9.4.1 In contravention of our Internet Acceptable Use Policy (as amended from time to time);

9.4.2 In contravention of our Internet Fair Usage Policy;

9.4.3 In any way which is criminal, fraudulent or otherwise unlawful or is otherwise in contravention of any licence, IPR, privacy or other third party rights;

9.4.4 To make or send a communication which is defamatory, abusive, obscene, offensive, menacing or a nuisance (including hoax calls) or to cause annoyance or inconvenience;

9.4.5 To send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene, menacing or otherwise unlawful or inappropriate;

9.4.6 In any way that in our reasonable opinion is likely to affect the quality of either the telephone, Internet or any other Service provided by Kinetic Telecom;

9.4.7 In any way which we believe is or is likely to be detrimental to us, to the provision of Services to you, to any of our customers or any other users of our Network; or

9.4.8 In a manner which may damage our reputation or any Group Company, the Services provided by us or bring us or any Group Company, our services or our Network into disrepute.

9.5 The IPR in any content, software or other materials (“Kinetic Telecom Materials”) which we provide to you belongs to us or our suppliers. We grant you a licence to use the Kinetic Telecom Materials in order to receive and enjoy the benefit of the Services, but you agree not to copy, modify or publish the Kinetic Telecom Materials (although you may take one copy of any software to be kept and used as a backup) and you agree not to supply the Kinetic Telecom Material to any other person.

9.6 If we provide you with user names and passwords allowing you to access the Services, you agree that you are solely responsible for ensuring these are kept confidential and secure at all times.

9.7 You must not attempt to change any Kinetic Telecom user name(s) provided. If you think that any Kinetic Telecom user name(s) or password(s) provided has become known to any un-authorized person or may be used in an un-authorized way, you must inform us immediately.

10 Your Use of the Site

10.1 You agree to only access and use the Site in accordance with this Agreement and in accordance with and subject at all times to all Applicable Laws.

10.2 We reserve the right, without notice, at any time, and at our sole discretion, to suspend or discontinue your access to or use of our Site in the event that such access or use would be unlawful under any Applicable Law.

10.3 You agree that you will be responsible for the content of and all information contained in your communications to our Site, including the lawfulness, truthfulness, decency and accuracy of such communications. You are also solely responsible for the use to which you put all information, data and results from our Site.

10.4 You acknowledge that you are responsible for using the correct log-in details when you use the Services.

11 Cancellation by You

11.1 If you wish to end this Agreement or provision of the Services, you may only do so in accordance with this Clause 11, Clause 14 or Clause 19.4.

11.2 Cancellation refers to the cancellation of all or part of the Services, whether you are switching to an alternative service or closing your Kinetic Telecom account altogether.

11.3 Pre-Activation Date

11.3.1 As a consumer, you have the right to cancel this Agreement within fourteen (14) days of the date on which it is entered into (the “Cooling Off Period”) by calling Customer Services or providing written notice to us. If this Agreement is cancelled by you during the Cooling Off Period, this Agreement will be treated as if it had not been made. However, please be aware that you will lose your right to cancel under this clause and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the Cooling Off Period once you use the Services. The right of cancellation under this clause does not affect your statutory rights. For more details of your statutory rights, please contact your local Citizens Advice Bureau.

11.3.2 If you cancel this Agreement during the Cooling Off Period, you agree to return the Router supplied under the cancelled Agreement in accordance with Clause 15.1.3

11.3.3 If you cancel this Agreement during the Cooling Off Period before the date on which you receive the confirmation email from us under Clause 3.4, you will not be responsible for any Charges under this Agreement and any payments already made will be refunded. If you have already received a confirmation email from us under Clause 3.4, Clause 11.3 will apply.

11.4 Post-Activation Date

11.4.1 If you wish to cancel your account with us under this Clause 11 (“Account Cancellation”) you must notify Customer Services or provide written notice to us.

11.4.2 When cancelling the Services you must:

- a) Be the account holder detailed in the Order;
- b) Ensure that the Notification includes your name, address, account number; and
- c) Be able to answer one or more preordained security questions.

11.4.3 You acknowledge that cancellation or termination of your Services by you under this Agreement shall only be valid if notified to us in this manner.

11.5 General

11.5.1 Except as set out in Clause 11.3, any and all cancellations of this Agreement by you shall be effective on the Effective Cancellation Date (which is the date 30 days after we receive notice from you of the cancellation) and you will be charged for the provision of the Services until the Effective Cancellation Date.

11.5.2 If you have provided Notification but change your mind and want to retain your Services, you can reverse the cancellation, without interruption to the Services and without incurring any additional Charges, up until fifteen (15) days before the termination of the Services, by calling Customer Services.

12 Suspension of the Services by Us

12.1 In addition to our other rights whether under this Agreement or otherwise, we may immediately suspend all or part of the Services if:

12.1.1 We reasonably believe you are in breach of any term of this Agreement or any other agreement with us or you;

12.1.2 We reasonably believe that you are in breach of the AUP;

12.1.3 If you fail to make any payment when it becomes due under this Agreement;

12.1.4 We have the right to terminate all or part of this Agreement;

12.1.5 You abuse or threaten us, or a member of our staff; and/or

12.1.6 We are obliged to comply with an order, instruction or request of government or other competent authority, where practical, we will notify you and give the opportunity to remedy the relevant act or omission before suspending the Services. However, you acknowledge and agree that we may, in some circumstances, if one of the events set out above occurs, suspend all or any of the Services, without notice, in order to protect Kinetic Telecom, its Network and its customers.

12.2 We may need to temporarily suspend the Services for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as it is reasonably possible in the circumstances. We cannot guarantee that the Services will never be faulty. However, we will respond to all reported faults as soon as it is reasonably possible.

12.3 Upon any suspension or termination by us under this Agreement, you are responsible for all Charges that would have been payable, but for suspension or termination, including without limitation un-billed Charges, any applicable Cancellation Charges and other charges all of which immediately become due and payable.

12.4 If we suspend provision of any Services to you under this Agreement, we may or may not agree (at our sole discretion) when the reason for suspension has been rectified to restore your Services. Before we agree to restore your Services, unless the reason for suspension is not connected to your acts or omissions, we will charge you a Re-activation Charge and you shall pay such Re-activation Charge to us on demand.

13 Termination of this Agreement by Us

13.1 We can end this Agreement immediately upon notifying you by email if:

13.1.1 You breach this Agreement and (if the breach is capable of being remedied) fail to remedy the breach within fifteen (15) days of being asked by us in writing to do so.

13.1.2 You have a statutory demand or bankruptcy petition issued against you, or an insolvency practitioner applies to the court for an interim order under the Insolvency Act 1986 (as amended from time to time), or makes a proposal for an individual voluntary arrangement under that legislation, or if you are declared bankrupt, or make a composition or arrangement with or for the benefit of any of your creditors;

13.1.3 Anything similar to any of the events set out in Clause 13.1.2 occurs;

13.1.4 Any legal or regulatory change is introduced which affects our ability to offer the Services;

13.1.5 We cease to have (for any reason whatsoever) any permission, licence or authorisation necessary for the operation of the Network or the provision of the Services;

13.1.6 In accordance with Section 5.4 of the Code of Practice, if we have reasonable grounds for suspecting that there is an unacceptable credit risk to us in connection with your account or if you are likely to breach Clause 9.4, we have asked you for an explanation and you have failed to provide a satisfactory explanation; or

13.1.7 An event referred to in Clause 17.6 continues for more than three (3) months.

13.2 You acknowledge that our ability to provide the Services is dependent upon companies who provide services to us. Therefore, we may terminate this Agreement (without any liability to you), if any underlying arrangement with other operators or suppliers is terminated for whatever reason.

14 Termination of this Agreement by You

14.1 You may end the Agreement immediately by giving us notice in writing if:

14.1.1 We commit a material breach of this Agreement and (if the breach is capable of being remedied) fail to remedy the breach within fifteen (15) days of being asked by you in writing to do so; or

14.1.2 Any encumbrancer takes possession of, or a receiver, administrative receiver or similar officer is appointed over, any of our property or assets, or if we make any voluntary arrangement with our creditors, or if we become subject to an administration order, or have an administrator appointed, or go into liquidation, or have a resolution for our winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party), or if anything analogous to any of these events, under the law of any jurisdiction, occurs in relation to us or if we cease to carry on business.

15 Effect of Termination and Your Obligations

15.1 When your Agreement comes to an end for any reason:

15.1.1 Your connection to our Network will be disconnected;

15.1.2 You will have to pay immediately all Charges outstanding at the time of disconnection and, where we hold your payment details, you agree that we shall be entitled to collect them from your account;

15.1.3 Where we have provided a Router to you, you may (if the Agreement is cancelled within the Cooling Off Period) be required to return it to us, in accordance with our instructions, at our cost, in the same condition as when it was provided to you (except for fair wear and tear only) within fifteen (15) days of the date on which the Agreement comes to an end. If you do not return the Router to us within fifteen (15) days of our request for

you to do so, we will be entitled to assume you have decided to keep it and we will charge you for the Equipment Cost;

15.1.4 We will repay any deposit paid to you by us under the Code of Practice which has not been used by us to pay all or part of any outstanding debt that you owe us;

15.1.5 Unless you have cancelled the Agreement under Clause 14, or the Agreement has been cancelled under Clause 11.3 or Clause 19.4, on termination or cancellation of the Agreement during the Minimum Period, you will pay to us the Cancellation Charge, in respect of each line provided by us as part of the Services. If a Services line or other feature is disconnected after one year following the Activation Date, the applicable Cancellation Charge is waived.

15.2 Those Clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect in accordance with their terms, notwithstanding termination or expiry of this Agreement.

16 Warranty

16.1 We warrant that we shall provide the Services with reasonable skill and care, within a reasonable time and substantially as described in this Agreement.

16.2 We do not warrant that the provision of the Services will be fault-free or uninterrupted, but we will use all reasonable skill and care to provide and maintain the Services.

16.3 Except as set out in this Agreement, we do not make any other promises or warranties about the Services. You acknowledge and agree that, in entering into this Agreement, you do not do so on the basis of, and do not rely on any representation, warranty or other provision except that expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law, are excluded to the fullest extent permitted by Applicable Law.

16.4 The Services are made available "as is" for your own use only.

16.5 The Router is your responsibility and ownership resides with you.

16.6 As a consumer, the terms of the Agreement will not affect any legal rights which you may have which cannot be excluded by agreement. For more details of your legal rights, you should contact your local Citizens Advice Bureau (www.citizensadvice.org.uk).

17 Our Liability and Indemnity

17.1 We will be liable under the Agreement if our negligence causes death or personal injury and we will be liable for any fraudulent acts committed by us and nothing in this Agreement excludes or limits our liability in this respect.

17.2 Except as set out in Clause 17.1, you accept and agree that the exclusions and limitations of liability in this Clause 17 shall apply to all claims arising from your use of the Services.

17.3 Subject to Clause 17.1, we will have no liability to you under this Agreement for:

17.3.1 Any lost business or revenue if you are using the Premises in part for commercial purposes;

17.3.2 Any missed opportunities;

17.3.3 Any loss of anticipated savings;

17.3.4 Any corruption or destruction of data;

17.3.5 Any loss or damage which is not a reasonably foreseeable result of any breach; and

17.3.6 Any loss or damage which is not reasonably foreseeable and relates to any computer virus or system failure; whether due to our breach of the Agreement, negligence or otherwise even if we are expressly advised of the possibility of such damage or loss.

17.4 Subject to Clauses 17.1 and 17.3, our maximum total liability to you (if any) under this Agreement (whether due to our breach, negligence or otherwise) shall not exceed in aggregate:

17.4.1 other than as set out in Clause 17.4.2, a sum equal to one hundred and twenty five percent (125%) of the Charges payable by you to us under this Agreement in any 12 month period (or the first 12 months of the Agreement where liability arises during that period); and

17.4.2 for direct physical damage to your property caused by our negligence, £100,000.

17.5 In the event of any failure in the Services or Equipment, we shall not be responsible for any charges incurred by you should you divert your telephone or Internet traffic to another communications provider.

17.6 There may be occasions when we are unable to provide the Services as a result of something outside of our reasonable control, such as a delay or failure by our supplier to supply a service to us and no alternative is available at a reasonable cost and legal or regulatory restrictions are imposed on us which prevent or restrict us from providing the Service to you. In such cases, we and you agree that the other will not be responsible for what has happened and will not be responsible for fulfilling their obligations under the Agreement for as long as the event continues.

17.7 As a consumer, the terms of the Agreement will not affect any legal rights which you may have which cannot be excluded by agreement. For more details of your legal rights, you should contact your local Citizens Advice Bureau (www.citizensadvice.org.uk).

18 Your Liability to Us

18.1 You will indemnify Kinetic Telecom from and against any and all costs, expenses (including, but not limited to, reasonable legal fees), claims, liabilities, demands, actions and expenses arising from or related to any breach of this Agreement by you or any misuse by you or your representative of the Services or Equipment (whether or not supplied by us)

19 Potential Changes to this Agreement

19.1 We may change the terms and conditions of this Agreement and our charges and tariffs to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods and/or changes in relevant laws and/or regulatory requirements at any time by posting changes on the front screen of your web account, which you access via the Site. We will notify you of changes to these Terms and of any increase in Charges at least one month before they are due to take effect.

19.2 For changes which we need to make to meet legal and/or regulatory requirements, we may not be able to give you one month's advance notice. We will let you know about these changes as soon as we can.

19.3 You agree that, if you use the Services after any changes described in Clause 19.1 take effect, you will be bound by those changes. You may contact Customer Services or visit the Site for details of changes to Charges or to these Terms.

19.4 Provided you have not used the Services following any changes as described in Clause 19.1, you may end this Agreement without incurring any applicable Cancellation Charges if the changes are to your detriment, provided that you will remain liable for all Charges due up until the date of termination. To exercise your right of termination, you will first need to give us notice by contacting Customer Services.

19.5 Except as set out in Clause 19.1, no variation of this Agreement shall be valid, unless recorded in writing and signed by or on behalf of us and you.

20 Complaints and Dispute Resolution Procedure

20.1 Details of our disputes and complaints resolution process and how to contact the Ombudsman Services can be found in our Complaints Code of Practice on the Site at www.ktel.co.uk or upon request by contacting Customer Services.

21 Contacting Us

21.1 You can contract us in any one of the following ways:

21.1.1 By calling Customer Services;

21.1.2 By email as shown on the "Contact Us" section of the Site;

21.1.3 By letter at Kinetic Internet Limited, Lodge Park, Lodge Lane, Langham, Colchester, Essex CO4 5NE.

22 General

22.1 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute between Kinetic Telecom and you, a partnership, association, joint venture or contract of employment, or authorising you to act as agent for us. You shall not have authority to make representations for, act in the name of, or otherwise bind us in any way.

Consumer Terms and Conditions Last updated date: 05.09.19

22.1.1 This Agreement is personal to you and you may not transfer your rights or obligations under this Agreement without prior written consent from Kinetic Telecom.

22.2 You agree that we may transfer the Agreement or some or all of our rights and obligations under it at any time. This may mean that different companies are responsible for providing the Services under this Agreement. This will not affect how much you pay and the company or companies providing the Services will still be obliged to provide the Services in accordance with the terms of the Agreement. It may mean that a different company is legally responsible for the Services. Payment requests and invoices will clearly set out which company or companies are legally responsible for the Services.

22.3 If any provision of this Agreement is held by a Court or any Government agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall, to the extent possible, remain legal, valid and enforceable.

22.4 Failure by either of us to enforce our respective rights under this Agreement shall not prevent you or us (as the case may be) from taking further action.

22.5 This Agreement represents the entire understanding between you and us in relation to the Services and supersedes all other written or verbal representations, statements or agreements