

Terms and Conditions for Demon's ADSL product range

These terms and conditions (the "Conditions") govern your use of the Service (as defined below); the content, features and functionality of the Service are described on the Order Form and at www.demon.net/adsl. The Service is supplied by THUS plc, registered office 1-2 Berkeley Square, 99 Berkeley Street, Glasgow G3 7HR, Scotland, Company No. SC192666 ("THUS").

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1 DEFINITIONS

1.1 Please note some terms used in these Conditions will have a certain meaning:

"Act" means the Telecommunications Act 1984;
"Access Line" means the telecommunications circuit that you use to obtain telecommunications services over the public switched telephone network at the Premises as notified by you to THUS;
"ADSL" (Asymmetric Digital Subscriber Line) means the technology that enables the high speed transmission of digital data on the Internet over a telephone line;
"Agreement" means these Conditions including the Schedule together with your Order Form and/or the Welcome Letter and the applicable AUP, as defined below;
"Agreement Date" means, notwithstanding the date that any emails are sent to you by THUS confirming receipt of your Order or confirming that insofar as THUS is aware, the Service will be able to be provided to you, the date of the Welcome Letter which is posted to you by THUS;
"BT" means British Telecommunications plc;
"Business Customer" means you are (i) a person who uses the Service in connection with your trade, business or profession; or (ii) a company, partnership or other organisation other than a Consumer;
"Business Days" means Monday to Friday, excluding public UK holidays and "Business Day" shall be construed accordingly;
"Carrier" means any supplier of telecommunications services to THUS for the service;
"Consumer" means that your use of the Service is for personal use only and you do not use the Service as a Business Customer; if you change your use during the term of this Agreement from consumer to business use, the Business Customer provisions of this Agreement will apply to you;
"Customer" means the individual or business who completes or on whose behalf the Order Form is completed or the person or business who submits an Order by telephone, being either a Consumer or Business Customer;
"Customer Apparatus" means apparatus owned by you not forming part of the Equipment but which may be connected to the Equipment directly or indirectly including but not limited to any microfilter and/or router and/or modem you may purchase for a self-installation version of the Service but not including CPE;
"CPE" (Customer Premises Equipment) means any equipment which is supplied to you by THUS following you indicating in your Order that you wish THUS to supply you with such equipment;
"Demon" means the brand of THUS utilised by THUS in the provision of certain of its products and services;
"Equipment" means any apparatus or equipment provided by THUS or any third party to you at the Premises as part of the Service including but not limited to any microfilter and/or router and/or modem so provided;
"Foil Envelope" means the foil envelope contained in the Welcome Pack, which contains certain information which is necessary for your use of the Service;
"Minimum Period of Service" means the period of 12 months, beginning on the date when the Carrier enables you to receive the live Service or when THUS informs you of successful completion of the Standard Tests in terms of paragraph 7.3;
"Order" means the order which you place for the provision of the Services, either by completing an Order Form or by ordering by telephone;
"Order Form" means the form which you sign and return to THUS, or fill in and agree to online, to order the Service;
"Physical Characteristics" means, for customers who self-install the Service, sufficient power and appropriate power sockets to enable the customer to receive the Service, and an existing BT analogue telephone line; for customers whose Service is installed on behalf of THUS, a wall mounted power socket within two (2) metres of the master phone socket and an existing BT analogue telephone line;
"Premises" means your premises where the Service is to be received;
"RIPE NCC" means the RIPE Network Coordination Centre, an organisation that maintains a database of European IP networks and their management information;
"Schedule" means the schedule attached to these Conditions;
"Service" means the installation (where applicable), connection and supply of a telecommunications circuit capable of supporting ADSL services at the Premises, the provision of telecommunication services over such circuit and, if applicable, access to such services at Remote Access Locations. For further details of the Service see www.demon.net/adsl or see the Order Form;
"Standard Tests" means the tests carried out by THUS or any third party to determine whether the Service is ready;
"THUS System" the telecommunication system which THUS runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, THUS from a third party;
"you" and "your" means the Customer who orders the Service and belonging to the Customer as the case may be;
"Welcome Letter" means the letter contained in the Welcome Pack which documents the fees and other features of the Service which you have ordered and constitutes an acceptance by THUS of your Order;

"Welcome Pack" means the pack sent to you by THUS following you having placed an Order for the Service, which contains details and information relating to the Service; and **"we" "us" and "our"** means THUS and belonging to THUS as the case may be.

These Conditions, together with THUS's Acceptable Use Policy ("AUP"), explain our responsibilities to you and your responsibilities to THUS and to other users of the Service ("Users"). The AUP in particular outlines what we consider to be unacceptable use of the Internet by our customers so that we can take appropriate steps against abusers of the Internet. All references to "Agreement" include reference to the Conditions, Order Form and/or the Welcome Letter and the following AUPs (found at www.demon.net/helpdesk/aup): Internet Access, Mail, Usenet, User Homepages (for Demon Express, Demon Express Solo, Demon Express Total, Demon Express for Mac, Demon Business Broadband customers, Home 500, HomeOffice 500, HomeOffice 1000 and Dial Companion only), Generic Commerce and the Domain Name Registration Services Terms and Conditions (found at <http://www.demon.net/helpdesk/aup/domains.shtml>).

If there is anything you do not understand, please phone us via our Customer Service Department on 0845 271 0666 between 8.00am and 8.00pm Monday to Saturday inclusive, or email us at customerservice@demon.net.

If you are a Consumer, you must be 18 years or older to register for the Service.

2 PROVISION OF THE SERVICE

- 2.1 The Service and the Support Service is described on the Order Form and at www.demon.net.
- 2.2 You agree to receive the Service and pay the fees for the Service for the Minimum Period of Service and thereafter until termination of the Agreement in accordance with paragraph 12.
- 2.3 THUS will provide the Service to you with reasonable skill and care. If you are a Business Customer, THUS excludes all and any warranties and conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it.
- 2.4 To use the Service, you need to supply us with certain details when placing your Order. You must ensure that the information provided is complete and accurate. We will respect the privacy of this information and will comply with applicable data protection legislation in respect of it.
- 2.5 THUS shall provide the Service to you according to the terms of this Agreement. THUS may obtain telecommunications services from a Carrier in order to supply the Service to you. You accept that it is technically impracticable to provide telecommunications services which are entirely free of faults and THUS does not undertake to do so. You also accept that you may not be able to receive the Service due to certain technical restrictions. If such technical restrictions are discovered after the Agreement Date, THUS has a right to terminate the Agreement in accordance with paragraph 12.2.4.
- 2.6 You must have an Access Line which:
 - 2.6.1 is a suitable BT analogue exchange line which has no incompatible services operating on it; and
 - 2.6.2 is connected to a suitably equipped BT exchange at which there is appropriate capacity. Provisioning of the Service by THUS is subject to distance limitations and survey by BT. If you are a Demon Premier Express Customer, the BT exchange for which your Access Line is served must have sufficient Virtual Path ("VP") capacity. If you change from or do not maintain adequate Physical Characteristics we cannot be held responsible if you cannot or cease to be able to receive the Service. THUS supplies the Service to you on the condition that you are the person or entity contracting with BT for the BT phone line associated with the Service.
- 2.7 THUS may occasionally have to interrupt the Service or change the technical specification of the Service for operational or planned maintenance reasons, for upgrades or because of an emergency. THUS will give you as much notice as practically possible of any planned interruption of your Service.
- 2.8 THUS will correct reported faults as soon as possible. Should you encounter a fault with the Service you should report this to THUS at the telephone number listed in your Welcome Pack. THUS shall investigate the fault and will actively deal with the fault report during Business Days.
- 2.9 THUS may include links from time to time from the Service to other Internet sites. THUS has no control over the content of such sites and disclaims any liability in respect of your use of such sites. You may wish to use one of the available filtering software products to help prevent access to certain web content. If you would like suggestions as to packages available then contact us on 0845 027 0582 or by email at netsales@demon.net.
- 2.10 THUS will implement systems designed to reject certain undesired email (including unsolicited commercial email) or delete them before delivery. You may choose to receive unsolicited commercial email at any time by "opting - out" at <https://www.password.uk.demon.net/webpassword.cgi>.

3 PERIOD OF SERVICE

The Agreement shall operate from the Agreement Date, during the Minimum Period of Service and thereafter unless and until terminated in accordance with paragraphs 11 and 12. THUS reserves the right to suspend or terminate the Service under paragraphs 11 and 12.

4 FEES

4.1 THUS shall provide you with the Service for the fees as set out in the Order Form and/or Welcome Letter. These fees are payable monthly in advance from the start of the Minimum Period of Service. Payment will be due on the date specified on the invoice or in the case where you agree to make payment by credit card or direct debit, such other date for payment as advised to you by THUS ("Due Date"). Payment must be made using one of the methods specified on the Order Form and /or Welcome Letter, as specified by you when placing your Order.

4.2 All fees are subject to change from time to time in the event that the Carrier increases its fees to THUS. Details of any such increase shall be posted in accordance with the notice process in paragraph 22 of these Conditions. In addition to the fees set out on the Order Form and/or Welcome Letter, THUS shall be entitled to charge and you shall be liable to pay the fees set out in the Schedule for the reasons given.

If you are a Consumer – you will be entitled to terminate the Agreement if you are unhappy with any proposed increase in price provided you notify THUS in accordance with the notice process set out in paragraph 22 of the Conditions within fourteen (14) Business Days of such notification of price variation.

4.3 **If you are a Business Customer** and you fail to pay THUS any sum due pursuant to the Agreement you will be liable to pay interest to THUS on such sum from the Due Date at the annual rate of 3% above the base lending rate from time to time of the Royal Bank of Scotland plc, accruing on a daily basis until payment is made, whether before or after any judgement.

5 ACCESS

5.1 Unless you self-install the Service at the Premises, you hereby irrevocably give permission to THUS and its employees, agents or contractors to:

5.1.1 execute any works on the Premises for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment;

5.1.2 keep and operate the Equipment installed on, under or over the Premises;

5.1.3 enter the Premises to inspect any telecommunication apparatus kept on, under or over the Premises or elsewhere for the purposes of the THUS System.

The permissions set out in paragraphs 5.1 above shall continue in force after termination of this Agreement until such time as THUS or a Carrier has removed all Equipment from the Premises.

5.2 You must allow THUS or any Carrier to have access to the Premises at all reasonable hours for the purpose of testing or maintaining any of the Equipment (if Equipment has been installed by THUS) and/or the Service and provide a safe and suitable environment for such access visits.

6 INSTALLATION

INSTALLATION VIA THUS – Paragraphs 6.1 – 6.5 apply to customers whose Service is installed by THUS

6.1 THUS shall attempt to provide and install or procure the provision and installation of the Equipment at the Premises so that the Service can be provided on or before any installation date specified or agreed to by THUS. Any installation date given is an estimate only and THUS shall not be liable for any failure to meet such installation date.

6.2 THUS shall supply you with the relevant information to enable you suitably to prepare the Premises for delivery and installation of the Equipment. You shall at your expense provide suitable accommodation, facilities and environmental conditions for the Equipment.

6.3 THUS shall attempt to comply with your reasonable requests in respect of installation but THUS's decision on the routing of cables and wires and the positioning of outlets and the Equipment shall be final.

6.4 A secure electricity supply is required at the Premises for the installation, operation and maintenance of the Equipment at such points and with such connections as specified by THUS. Unless otherwise agreed, this power supply is to be provided by you. THUS shall not be responsible for interruption or failure of the Services caused by a failure of such power supply.

6.5 You acknowledge that during the installation of the Equipment for the provision of the Service your Access Line may suffer a temporary loss of service which shall be reinstated following installation and/or interference to any other Customer Apparatus or services used in connection with the Access Line (e.g. Access Line security systems) without any liability to THUS.

INSTALLATION BY THE CUSTOMER – Paragraphs 6.6 – 6.7 and 6.9 apply solely to customers who SELF-INSTALL the Service

6.6 You are fully responsible for:

6.6.1 connecting a suitable microfilter to the Carrier's master socket (and any extension sockets) at your Premises;

6.6.2 connecting a suitable router/modem to the relevant port on the microfilter; and

6.6.3 if applicable, connecting a suitable modem for an analogue phone line or an ISDN adapter at the Remote Access Location to enable access to the Service.

6.7 THUS accepts no liability whatsoever for any loss you or any third party may suffer as a result of:

6.7.1 your installation of the Service, including but not limited to loss caused by your installation of any Customer Apparatus or CPE; or

6.7.2 any faulty Customer Apparatus, notwithstanding any list of suitable Customer Apparatus which THUS may publish.

6.8 THUS does not warrant that any particular Customer Apparatus or CPE shall be compatible with the Service and THUS shall not be responsible for supporting any Customer Apparatus.

6.9 If THUS supplies you with CPE, you must agree to the terms of the relevant end-user software licence agreement to govern your use of the CPE. Other than where required by law, any such CPE is supplied "as is" with no warranty as to its fitness for purpose or otherwise. THUS shall use reasonable endeavours to assist with reasonable queries you may have in respect of initial installation of the Service. However, to the extent that such queries relate to any problems which, following an initial diagnosis, may be out with THUS's control or ability to remedy (including but not limited to Customer Apparatus or CPE), THUS does not guarantee that it shall be able to help resolve any such difficulties. Such limited support shall be provided to you by telephone by you calling the telephone number listed in your Welcome Pack.

7 OUR EQUIPMENT – Paragraphs 7.1 – 7.5 apply to customers whose Service is installed by THUS

7.1 You agree not to do or allow anything to be done to the Premises that may cause damage to, or interfere with, the Equipment or prevent easy access to it.

7.2 You shall procure at your own expense all permissions, licences, registrations and approvals necessary for THUS to deliver, install and maintain the Equipment for the provision of the Services.

7.3 Following installation of the Equipment, Standard Tests shall be carried out by THUS to ensure that the Service is ready for use. If the Service is not ready for use, THUS shall either repair or replace, at its sole option, the Equipment or any part thereof and repeat the Standard Tests. You shall be entitled to use the Services following THUS informing you of successful completion of the Standard Tests.

7.4 The Equipment shall remain the property of THUS or the supplier of such Equipment and you shall at all times make clear to third parties that such Equipment is the property of THUS or a third party supplier of such Equipment.

7.5 You shall be responsible for ensuring at all times the safekeeping and proper use of the Equipment after delivery and installation at the Premises. You shall be liable to THUS for any loss or damage to the Equipment (except where it can be shown that such loss or damage was caused by the negligence of THUS or due to fair wear and tear). You will notify THUS immediately of any such loss or damage in particular (without prejudice to the generality of the foregoing) you undertake:

7.5.1 to keep the Equipment at the Premises and not to move it;

7.5.2 to comply with all instructions as THUS may notify to you and/or with the manufacturer's instructions relating to the Equipment;

7.5.3 not to cause the Equipment to be repaired or otherwise maintained except by an authorised representative of THUS;

7.5.4 not to cause any attachments other than those approved for connection under the Act in writing by THUS or as otherwise instructed to be fitted to the Equipment;

7.5.5 not to do anything nor to allow to subsist any circumstances likely to damage the Equipment or detract from or impair its performance or operation and not to add, modify, or in any way interfere with or impair the performance of the Equipment;

7.5.6 not to attempt to sell, transfer, dispose of, let, mortgage or charge the Equipment or suffer any distress, seizure or execution to be levied against the Equipment or otherwise do anything prejudicial to THUS or the owner's rights in the Equipment.

Paragraphs 7.6 and 7.7 applies to Demon Premier Express and Demon Business Broadband customers only

7.6 If you purchase a router from THUS we will:

7.6.1 pre - configure it for you; and deliver it to your Premises. While THUS will use reasonable endeavours to deliver the router to you within such timescales as may have been advised to you verbally, THUS does not guarantee that such timescales will be achieved and time is not of the essence in respect of such delivery; and

7.6.2 provide a returns process as follows for the term of this Agreement;

○ you should notify THUS of any fault in the router by contacting THUS by telephoning: 0845 272 0040

○ a diagnosis will then be carried out, and if it is determined that the hardware is at fault, and the hardware is still covered by warranty, THUS will send a replacement router to your Premises.

7.7 THUS accepts no liability whatsoever for any loss you or any third party may suffer as a result of your misuse of the router or for any accidental damage to it. For the avoidance of doubt the provisions set out in paragraph 14 shall apply to the sale of CPE by THUS other than the fact that THUS's total liability in respect of any CPE, shall be limited to the value of the CPE.

8 CUSTOMER APPARATUS

8.1 You shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.

8.2 You shall ensure that all Customer Apparatus complies with any applicable law. You shall immediately disconnect any Customer Apparatus if such apparatus does not, or ceases to, conform to applicable standards (if any) for the time being in force. THUS reserves the right to disconnect any Customer Apparatus used by you if you do not fulfil your obligations under this paragraph or if, in the opinion of THUS, such Customer Apparatus may cause the death or any personal injury to any person or damage to property or materially impairs the quality of any telecommunication service provided by means of the THUS System and you agree to disconnect such Customer Apparatus at the request of THUS.

8.3 Your Customer Apparatus must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards.

8.4 THUS accepts no liability whatsoever for any loss you may suffer as a result of your use or misuse of the Customer Apparatus or as a result of any faults in your Customer Apparatus. In particular, THUS is not liable whatsoever if you damage or incorrectly reconfigure any Customer Apparatus, for example a router, which you have purchased for use with the Service.

9 YOUR USE OF THE SERVICE

9.1 You must NOT use the Service:

9.1.1 in a way that does not comply with the Conditions or any legislation or applicable licence or that is in any way unlawful or fraudulent or, to your knowledge, has any unlawful or fraudulent purpose or effect; or

9.1.2 in connection with the carrying out of a fraud or criminal offence against any public telecommunications operator; or

9.1.3 to send, knowingly receive, encourage the receipt of, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which may contain viruses or other similar programs, or which causes overloads to the THUS System; or

9.1.4 to send or procure the sending of unsolicited advertising or promotional material; or

9.1.5 in a way that does not comply with any instructions given by THUS for reasons of health, safety or the quality of the Carrier's telecommunications services or the THUS System; or

9.1.6 attempt to use the Service in any way that modifies, decompiles or reconfigures the Service or any Equipment (if relevant) or software or copy any manual or documentation relating to the Service, without THUS's prior written consent, except as set out in this Agreement, UNLESS you are a Demon Premier Express customer in which case you may use the Equipment in any way according to the Equipment supplier's instructions.

9.1.7 in a way that in the reasonable opinion of BT could materially affect the quality of any telecommunications service, including the Service, provided by BT, as notified to you by THUS.

- 9.2 You shall indemnify THUS against any claims or legal proceedings which are brought or threatened against THUS by a third party because the Service is used by you in breach of paragraphs 9.1.1 – 9.1.7 above.
- 9.3 You shall not share use of the Service, or any part of it, with any other person, or if you are a company with any person not a member of your company (or contracted to your company), whether directly or indirectly, including by means of radio or other wireless technology of any kind, except that if you are a consumer you may share the Service with members of your own household.
- 9.4 You will keep your security phrase secret and will not disclose it to third parties for any purpose other than in accordance with the terms of this Agreement. You will only share your password with such users as are permitted to share your access to the Service in terms of this Agreement. You will notify us and change any password which you believe may have been compromised.
- 9.5 You will co-operate with THUS's reasonable requests for information regarding your use of the Service and supply such information without delay.
- 9.6 You shall not share use of the Service, or any part of it, with any other person except, if you are a Consumer, with members of your household at the same address.
- 9.7 **If you are a Business Customer** – You may not make any unauthorised commercial use of the Service. You agree to keep full and accurate records of any and all operating units on or in connection with which the Service is enabled and shall permit THUS to review and evaluate such records from time to time to ensure your compliance with your obligations in this paragraph 9.7.
- 9.8 **If you are a Consumer** – The Service is supplied to you for your personal use. You may not commercialise it or use it in connection with any occupation, trade or profession without THUS's prior written consent.
- 9.9 **If you are a Dial Companion Customer** – In the event that any other Services used by you are, for whatever reason, temporarily unavailable or connections to such Services are congested, you may be able to use the Dial Companion Service as an alternative or a back up service. THUS does not guarantee that use of the Dial Companion service in such circumstances will be possible nor shall THUS be liable for any costs or charges incurred as a result of such use of the Service by you.
- 9.10 Where you use the Service to reach networks and services not operated by THUS, you will abide by the acceptable use policies or terms and conditions imposed by the operators of those networks and services.

10 CONCURRENT DIAL UP LIMITS

If you are a Dial Companion Customer:

- 10.1 You will only be permitted one (1) concurrent connection per account in respect of any Demon Express Solo, Demon Express Total or Demon Express for Mac, HomeOffice 500 or HomeOffice 1000 account you may hold.
- 10.2 You will only be permitted five (5) concurrent connections per account in respect of any Demon Express Pro, Demon Express Plus, Demon Business Broadband or Express Gold account you may hold; and
- 10.3 You will only be permitted ten (10) concurrent connections per account in respect of a Demon Premier Express account you may hold.

11 BREACH OF CONDITIONS

If you are a Business Customer:

- 11.1 We shall investigate any suspected or alleged breach of this Agreement or any suspected compromise to our network systems or security and in doing so we will act reasonably and fairly at all times.
- 11.2 We reserve the right to take any action we deem appropriate and proportionate to the breach of this Agreement.
- 11.3 If we decide that you have breached the Agreement, we will use reasonable endeavours to ensure that you are made aware of the breach without suspension or termination of the Service. However if it may be necessary, due to the severity of the breach, to suspend or end the Service whilst details of the breach are investigated further. We reserve the right to suspend or end your account at our sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service.

If you are a Consumer:

- 11.4 We shall investigate any suspected or alleged breach of this Agreement and in doing so we will act reasonably and fairly at all times. We reserve the right to take any action we deem reasonably appropriate and proportionate to the breach of the Agreement.
- 11.5 If we decide that you have breached the Agreement, we will use reasonable endeavours to give you seven (7) days notice of our intention to suspend or end the Service and, if the breach is capable of remedy by you, you will have the opportunity to remedy the breach before the end of the seven (7) day notice period. If the breach is incapable of remedy, or you fail to remedy it, we reserve the right to suspend or end the Service at our sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service. Particular examples of breaches which are incapable of remedy include jeopardising or compromising the security or integrity of our network and serious breach of the AUP, including, for example, the posting or transmission of defamatory content through or in connection with the Service. However it may be necessary, due to the severity of the breach, to suspend or end the Service whilst details of the breach are investigated further.

12 TERMINATION

- 12.1 You may end this Agreement to take effect after the Minimum Period of Service by giving THUS not less than thirty (30) days' written notice. If you wish to end this Agreement before the end of the Minimum Period of Service, THUS shall be entitled to charge you fees which would have been payable by you for the balance of the Minimum Period of Service. If you move from your Premises, THUS shall be entitled to charge you fees which would have been payable by you for the balance of the Minimum Period of Service at the Premises. If you wish to receive the Service at a new location, you are required to start a new contract for Service at your

new premises.

- 12.2 THUS may end this Agreement immediately upon written notice to you if:
- 12.2.1 it becomes unlawful for THUS or the Carrier supporting the Service to continue to provide the Service or THUS or the Carrier supporting the Service is required to cease the Service by a competent regulatory authority; or
- 12.2.2 the Carrier supporting the Service ceases to do so for whatever reason or materially changes the terms of its provision of telecommunications services to THUS for the Service beyond the reasonable control of THUS;
- 12.2.3 you (or a third party acting on your behalf or instruction) fail to comply with any of the material terms or conditions of this Agreement including your obligation to pay and you do not remedy such failure within fifteen (15) days of a request to do so;
- 12.2.4 it transpires following the Agreement Date that, for any reason out with the control of THUS, the Services will not be able to be provided to you. In the event of termination in accordance with this paragraph 12.2.4, THUS shall repay to you any fees which you have paid in advance for the Services.
- 12.3 Your right to use the Service shall immediately terminate when this Agreement comes to an end.

13 RIGHT TO CANCEL

- 13.1 If you are a Consumer who has ordered the Service either online or by telephone, you have a right to cancel the service within seven Business Days of the Agreement Date. Any use of the Service by you, including the opening of the Foil Envelope, during this said period, will act as a waiver of this right to cancel.
- 13.2 Other than as set out in paragraph 13.1 above, you shall not have the right to cancel the Service after the Agreement Date as this will initiate provisioning of the Service by THUS and the Carrier. Other than cancellation under paragraph 13.1, if you attempt cancellation after the Agreement Date, you may be liable to pay:
- 13.2.1 the cancellation fees set out in Schedule 1 at the end of these Conditions if you cancel prior to the start of the Minimum Period of Service; or
- 13.2.2 the Service fee set out on the Order Form and/ or Welcome Letter for the Minimum Period of Service if you cancel after the start of the Minimum Period of Service.

14 LIMITATION ON LIABILITY

- 14.1 Nothing in this Agreement shall exclude or limit liability for (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees or (b) fraud.
- 14.2 THUS shall not be liable in contract, tort, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with this Agreement for:
- 14.2.1 any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
- 14.2.2 any loss of goodwill or reputation; or
- 14.2.3 any loss suffered due to changes to the BT exchange line resulting in termination or suspension of the Service; or
- 14.2.4 any special, indirect or consequential losses or any destruction or loss of data, in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by that party arising out of or in connection with the provisions of, or any matter under this Agreement.
- 14.3 Excepting paragraphs 14.1 and 14.2, our liability in contract, tort, negligence or otherwise arising in connection with this Agreement shall be limited to £10,000 for any event or related series of events and £25,000 for all events in any period of 12 months.
- 14.4 You are solely responsible for any liability arising out of any content provided by you and/or any material to which other users can link to through such content.
- 14.5 Any data included in the Equipment upon installation by THUS is for testing use only and THUS hereby disclaims any and all liability arising therefrom. This paragraph 14.5 is not applicable to customers who self-install the Service.

15 INDEMNITY

- 15.1 **If you are a Business Customer**, you agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from (a) any breach of these Conditions by you; and (b) any transmission or receipt of any content or message which you have requested or made using the Service.
- 15.2 **If you are a Consumer**, you must indemnify us against any claims or legal proceedings arising from your use of the Service under this Agreement (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) which are brought or threatened against us by another person where you are at fault.

16 DATA PROTECTION/PERSONAL DETAILS

- 16.1 We may retain your personal data, and you authorise us to use your personal data, for the following purposes:
- 16.1.1 provision of the Service to you;
- 16.1.2 keeping of a record for a reasonable period after termination of your Service;
- 16.1.3 operation and enforcement of these Conditions;
- 16.1.4 technical maintenance;
- 16.1.5 providing you with information about other services we offer, subject to your right to opt out of receiving such information on the Order Form or by exercising this right when placing an Order by telephone;
- 16.1.6 transferring it to another company in the event of a sale of THUS;
- 16.1.7 legal compliance including disclosing it to any third party who we reasonably consider has a legitimate interest in any such investigation or its outcome; and
- 16.1.8 transferring it to RIPE NCC as part of a general requirement for provision of these services within Europe.
- 16.2 It is your responsibility to keep the personal data that you provide to us up to date. We may send notices or other information to you at the address you give us. You should notify us immediately of any change to your personal data by sending us an email to customerservice@demon.net.

17 NOTICES

- 17.1 Any notice required or permitted under this Agreement must be in English and in writing and sent either:
by post to **THUS plc, Gateway House, 322 Regents Park Road, Finchley, London N3 2QQ.**
Attention: **Customer Relations Team**; or
by email to customerservice@demon.net.
- 17.2 Any notice to be sent to you will be sent to the address which you provide when submitting your Order and as contained on the Welcome Letter or to the email address postmaster@sample.demon.co.uk (where "sample" is the hostname) or to such other address as you shall have given written notice of as the billing address. Notice so given by THUS will be deemed to have been given and received as follows:
17.2.1 if personally delivered, upon delivery at the address of the relevant party;
17.2.2 if sent by first class post, two Business Days after the date of posting; and
17.2.3 if sent by fax or email, when dispatched
- provided that if, in accordance with this paragraph 17, any such notice, demand or other communication would otherwise be deemed to be given or made outside normal working hours, such notice, demand or other communication will be deemed to be given or made on the next business day.

18 ASSIGNMENT

- 18.1 THUS reserves the right to assign or sub-contract any or all of our rights and obligations under this Agreement without your further consent to such assignment or sub-contract. You may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the Agreement or any rights or obligations therein without the prior written consent of THUS.

19 MATTERS BEYOND THE PARTIES' REASONABLE CONTROL

- 19.1 If either party is unable to perform any of its obligations under this Agreement because of a matter beyond that party's reasonable control including, but not limited to, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or central Government or other competent authorities or acts or omissions of third party telecommunications service providers, that party shall have no liability to the other party for such failure to perform its obligations.

20 PROPRIETARY RIGHTS

- 20.1 All title, interests, and rights (including intellectual property rights) in the Service remain in THUS and/or its suppliers. You acknowledge such title, interest and rights and you shall not take any action to jeopardise, limit or interfere in any manner with THUS's (or any third party supplier's) title, interests or rights with respect to the Service including, but not limited to, using THUS's trademarks or tradename.
- 20.2 You are the registered owner of your domain name for the Service and can transfer it upon termination of this Agreement to another Internet service provider.

21 DOMAIN NAMES REGISTRATION SERVICE

Where the Service includes registration of one or more domain names, you agree to be subject to the Domain Names Registration Service Conditions of Use. THUS reserves the right to amend and/or update the Domain Names Registration Service Conditions of Use from time to time; you can always find the most up to date version at <http://www.demon.net/helpdesk/aup/domains.shtml>.

22 AMENDMENT OF THESE CONDITIONS

- 22.1 **If you are a Business Customer**, we reserve the right to add to and/or amend the Conditions at any time. If we amend these Conditions, we will notify you by sending you a letter or email advising of the amendment thirty (30) days before the amendment is to take effect. If you continue to use the Service after any amendments to these Conditions have been notified to you, you will be deemed to have accepted such amendments.
- 22.2 **If you are a Consumer**, we reserve the right to add to and/or amend the Conditions at any time. If we amend these Conditions, we will send you a letter or email advising of the amendment thirty (30) days before the amendment is to take effect. You may end your use of the Service by sending us an email to customerservice@demon.net within thirty (30) days of receiving our notification. We will then reimburse you any fees paid to us for Service after such end date. If you continue to use the Service after any amendments to these Conditions have been notified to you and after the thirty (30) day period has expired, you will be deemed to have accepted such amendments.

23 MISCELLANEOUS

- 23.1 Any amendment to this Agreement must be in writing and signed by an authorised representative of each party.
- 23.2 The Agreement shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England.
- 23.3 In the event of a dispute between the parties, the parties will attempt in good faith to resolve the dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective representatives of the parties who have authority to settle the same.
- 23.4 Any failure by either of us to exercise or enforce any right or provision of these Conditions shall not constitute a waiver of such right or provision.
- 23.5 Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a representation. The only remedy available to it for breach of the representations shall be for breach of contract under the terms of this Agreement. Nothing in this paragraph shall, however, operate to limit or exclude any liability for fraud.

Schedule 1

(A) FOR DEMON EXPRESS, DEMON EXPRESS SOLO, DEMON EXPRESS TOTAL, DEMON EXPRESS FOR MAC, HOME OFFICE 500 AND 1000 AND DEMON BUSINESS BROADBAND 500/ 1000 AND 2000 CUSTOMERS:		PRICE
REGRADE FEE FOR UPGRADE FROM	Demon Express Plus to Demon Express Pro Or Demon Business Broadband 500 to Demon Business Broadband 1000 Or Demon Business Broadband 500 to Demon Business Broadband 2000 Or Demon Business Broadband 1000 to Demon Business Broadband 2000	£150.00 + VAT £150.00 + VAT £150.00 + VAT £150.00 + VAT
CHANGE FROM NAT TO NON-NAT (OR VICE VERSA) ON ROUTER	(Demon Express Plus and Demon Express Pro only).	£150.00 + VAT
ALLOCATION OF ADDITIONAL IP ADDRESSES	(Demon Express Plus and Demon Express Pro only with non-NAT option).	£150.00 + VAT
CANCELLATION OF DEMON EXPRESS, DEMON EXPRESS SOLO, DEMON EXPRESS TOTAL, DEMON EXPRESS FOR MAC, HOME OFFICE 500 AND 1000 AND DEMON BUSINESS BROADBAND 500/ 1000 AND 2000	Other than cancellation under paragraph 13.1 above, if you cancel after the Agreement Date but before the start of the Minimum Period of Service, then there will be a charge depending on how many working days it is before the start of the Minimum Period of Service. up to 2 working days 3 – 5 working days	£150.00 + VAT £100.00 + VAT
CANCELLATION OF DEMON EXPRESS PLUS & PRO	Other than cancellation under paragraph 13.1 above, if you cancel after the Agreement Date but before the start of the Minimum Period of Service, then there will be a charge depending on how many working days it is before the start of the Minimum Period of Service. up to 2 working days 3 – 5 working days	£250.00 + VAT £150.00 + VAT
INTERNAL SHIFT (A SHIFT UP TO A MAXIMUM OF THREE FLOORS ABOVE OR BELOW THE ORIGINAL INSTALLATION)	If you want to shift the Service connection from one room/floor to another within the Premises.	£90.00 + VAT
ABORTIVE VISIT CHARGE	Abortive visits include attendance to incorrect address provided by you, instances when the Premises does not meet the Physical Characteristics (or any other requirements specified by the Carrier), or where you have not agreed to take the Service at the appointed time as agreed between the Carrier and THUS.	£125.00 + VAT
ADMINISTRATION CHARGES	Where order details received from you are illegible, materially incorrect or incomplete.	£23.00 + VAT per hour (minimum £46.00 + VAT)
RECONNECTION CHARGE	If your phone line is disconnected by the Carrier for any reason, including non-payment of bill or change in service ownership, and subsequently reconnected, you may be liable to pay THUS a reconnection charge for your ADSL service.**	£260.00 + VAT
REWORKING CHARGE	If you consent to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.	Carrier will charge you directly
USAGE FOR DIAL COMPANION		Calls charged by you or the applicable telephone service provider
DIAL COMPANION RENTAL AND SET-UP CHARGES		NIL

** you may be required to commence a new contract for Service with THUS; this does not terminate your payment obligations under the original Agreement.

(B) FOR DEMON PREMIER EXPRESS CUSTOMERS		PRICE
REGRADE FEE FOR UPGRADE FROM	Demon Premier Express Plus to Demon Premier Express Pro Or Demon Premier Express Plus to Demon Premier Express Gold Or Demon Premier Express Pro to Demon Premier Express Gold	£150.00 + VAT £150.00 + VAT £150.00 + VAT
CHANGE FROM NAT TO NON-NAT (OR VICE VERSA) ON ROUTER		£150.00 + VAT
ALLOCATION OF ADDITIONAL IP ADDRESSES		£150.00 + VAT
CANCELLATION OF DEMON PREMIER EXPRESS, DEMON PREMIER EXPRESS PLUS AND DEMON PREMIER EXPRESS PRO	Other than cancellation under paragraph 13.1 above, if you cancel after the Agreement Date but before the start of the Minimum Period of Service, then there will be a charge depending on how many working days it is before the start of the Minimum Period of Service. up to 2 working days 3 – 5 working days	£250.00 + VAT £150.00 + VAT
CANCELLATION OF DEMON PREMIER EXPRESS GOLD	Other than cancellation in terms of paragraph 13.1 above, if you cancel after the Agreement Date but before the start of the Minimum Period of Service, then the following fixed charge will apply.	£500.00 + VAT
EXTERNAL SHIFTS	If you decide to move from one premises to another we cannot guarantee continuous service. Your new premises/address will need to be near the relevant enabled local exchange for your service to work.	£150.00 + VAT
ABORTIVE VISIT CHARGE	Abortive visits include attendance to incorrect address provided by you, instances when the Premises does not meet the Physical Characteristics (or any other requirements specified by the Carrier), or where you have not agreed to take the Service at the appointed time as agreed between the Carrier and THUS	£125.00 + VAT
ADMINISTRATION CHARGES	Where order details received from you are illegible, materially incorrect or incomplete	£23.00 + VAT per hour (minimum £46.00 + VAT)
RECONNECTION CHARGE	If your phone line is disconnected by the Carrier for any reason, including non-payment of bill or change in service ownership, and subsequently reconnected, you may be liable to pay THUS a reconnection charge for your ADSL service.**	£260.00 + VAT
REWORKING CHARGE	If you consent to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.	Carrier will charge you directly
USAGE FOR DIAL COMPANION		Calls charged by you or the applicable telephone service provider
DIAL COMPANION RENTAL AND SET-UP CHARGES		NIL

**you may be required to commence a new contract for Service with THUS; this does not terminate your payment obligations under the original Agreement.

(C) FOR HOME 500 CUSTOMERS		PRICE
CANCELLATION OF HOME 500	Other than cancellation under paragraph 13.1 above, if you cancel after the Agreement Date but before the start of the Minimum Period of Service, then there will be a charge depending on how many working days it is before the start of the Minimum Period of Service. up to 2 working days 3 – 5 working days	£150.00 + VAT £100.00 + VAT
ABORTIVE VISIT CHARGE	Abortive visits include attendance to incorrect address provided by you, instances when the Premises does not meet the Physical Characteristics (or any other requirements specified by the Carrier), or where you have not agreed to take the Service at the appointed time as agreed between the Carrier and THUS	£125.00 + VAT
ADMINISTRATION CHARGES	Where order details received from you are illegible, materially incorrect or incomplete	£23.00 + VAT per hour (minimum £46.00 + VAT)
RECONNECTION CHARGE	If your phone line is disconnected by the Carrier for any reason, including non-payment of bill or change in service ownership, and subsequently reconnected, you may be liable to pay THUS a reconnection charge for your ADSL service.**	£260.00 + VAT
REWORKING CHARGE	If you consent to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.	Carrier will charge you directly

**you may be required to commence a new contract for Service with THUS; this does not terminate your payment obligations under the original Agreement.

0845 271 0666
enquiries@demon.net
www.demon.net

Demon

* Calls from a BT landline are charged at local call rate, charges for calls from other networks and mobile phones may vary.