

Demon reserves the right to amend and/or update these Conditions from time to time. These Conditions, together with Demon's Acceptable Use Policy ("AUP"), explain our responsibilities to you and your responsibilities to Demon 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 "Conditions" include reference to the Order Form and the following AUPs (found at: <http://www.demon.net/helpdesk/aup>): Internet Access, Mail, Usenet, Generic Commerce and the Domain Name Registration Services Terms and Conditions (are to be found at: <http://www.demon.net/helpdesk/aup/domains.shtml>).

Super Showroom

Conditions of Order – Standard and Channel

The AUP and the Order Form forms an integral part of these Conditions and, unless otherwise expressly stated, all references to "Conditions" include reference to the AUP and to the Order Form. Please indicate your acceptance of the provisions of these Conditions, including the AUP and the Order Form, by signing the Order Form.

If there is anything you do not understand, please phone us via our Sales Department on: **0800 027 0582** 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. By signing the Order Form, or submitting the Order Form to Demon via the online registration process, you confirm to us that you are 18 years of age or older.

Terms used in these Conditions will have the following meanings:

"**Agreement Date**" means the date you sign the Order Form;

"**Authorised User**" means, in relation to C-Billing, the individual(s) appointed by you as responsible for the payment of the Demon online invoices and as granted access rights to your C-Billing;

"**C-Billing**" means the online data access services provided, at the discretion of Demon, to you to enable you to access via the Internet your current and accumulated twelve (12) months of historic invoices, as derived from financial systems, and providing electronic billing facilities;

"**Internet**" means, in relation to C-Billing, the interconnected system of networks that connects computers around the world through an established protocol enabling the transmission and exchange of electronic information and data;

"**LoginID**" means, in relation to C-Billing, the login identity allocated to each Authorised User by Demon;

"**Minimum Period of Service**" means the period of twelve (12) months from the date your Service is live.

"**Service**" means the installation and connection of Demon Super Showroom and Router.

"**Demon**" means THUS plc, registered office 1-2 Berkeley Square, 99 Berkeley Street, Glasgow G3 7HR, Scotland, Company No. SC192666.

PROVISION OF THE SERVICE

Demon's Super Showroom offers Internet access at up to 128Kbps upstream and 128Kbps downstream, or 64Kbps in both directions, when used with a simultaneous voice channel. Features include domain name registration, 20Mb commercial webspace, fax to email service, optional multiple IP addresses, choice of SMTP and POP3 email and unlimited POP3 email addresses. There are no usage limits for the Service; call charges are variable, dependant on the call plan purchased, and are not included in the rental. The Service can only be provided over an ISDN2e line which must be ordered and installed by the Customer as a separate item. Demon Super Showroom is supported by a 24/7 technical support team.

You agree to receive the Service and pay the fees for the Service for the Minimum Period of Service.

The Service does not include ordering the ISDN2 line, ISDN2 line rental or any telecommunication installation or phone charges.

The Service includes the maintenance of all Demon equipment, but does not include the maintenance services for your equipment.

Lead time for provisioning of the 128Kb Service is at least 5 working days, subject to the delegation of your domain name.

Demon is unable to provide support for any router that is not purchased from Demon.

Demon 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>.

FEES AND PAYMENT

If you are paying for the Service on an annual basis, your first invoice shall be sent to you or made available on C-Billing at the discretion of Demon (1) one month after creation of your new account and shall cover the set-up fees (if any) and the fees for the Service (as detailed in your Order Form) for the Minimum Period of Service and shall be payable by you in advance.

If you are paying for the Service on a monthly basis, your first invoice shall be sent to you or made available on C-Billing at the discretion of Demon (1) one month after creation of your new account and shall cover the set-up fees (if any) and, payable in advance, the fees for the Service (as detailed in your Order Form) for:

- (i) the first month; and
- (ii) the following month.

Thereafter, all invoices shall be sent to you or made available on C-Billing, at the discretion of Demon, on a monthly basis and all fees for the Service shall be payable by you in advance.

Payment of fees for the Service shall be due within thirty (30) days of the date the invoice is issued or made available.

Your subscription to the Service is subject to a standard credit check. The information you provide may be disclosed to a licensed credit reference agency which will retain a record of the search.

CHANGES TO FEES

Any change in fees will be notified to you, at least one (1) month in advance, at your address as shown on the order form or such other address that you have provided to Demon.

YOUR USE OF THE SERVICE

You must not use the Service in any way that does not comply with the Conditions or details in the Order Form or in connection with carrying out any fraud or criminal offence.

No Internet services may be resold without the written consent of Demon.

DOMAIN NAME REGISTRATION SERVICES

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. Demon reserves the right to amend and/or update the Domain Names Registration Service Conditions of Use from time to time; we attach the current version, you can always find the most up to date version at: <http://www.demon.net/helpdesk/aup/domains.shtml>.

SERVICE QUALITY LEVELS

While Demon takes all reasonable steps to provide you with a high quality for the Service, Demon does not include as part of the Service an assurance that a particular quality of service will be met, nor does it offer compensation for any failure to meet a particular quality.

CANCELLATION/TERMINATION

You may cancel the Service to take effect after the expiry of the Minimum Period of Service by giving Demon not less than thirty (30) days written notice. If you wish to terminate the Service before the end of the Minimum Period of Service, you shall be liable to pay the set-up fees (if any) and the fees for the Service for the remaining term of the Minimum Period of Service.

Following expiry of the Minimum Period of Service, the contract for the Service will continue, in conformity with these Conditions, until cancelled by you. If you cancel the Service you shall be liable to pay the fees for the Service up to the end of the month in which cancellation is to take effect. If you are paying for the Service on an annual basis, Demon shall refund any payment you have made on a pro-rata basis for the period after the end of the month in which cancellation takes effect.

As Demon may amend these Conditions at any time, you will be given at least one month's notice of any material changes to the contract. If you do not wish to continue using the Service consequent on a material change by Demon during the Minimum Period of Service, you are entitled to terminate the contract without penalty to you, on the same basis as if you cancelled the Service after expiry of the Minimum Period of Service.

Demon reserves the right to terminate the Service if you (or a third party acting on your behalf or instruction) fail to comply with any of the material terms or conditions of these Conditions including your obligation to pay, and you do not remedy such failure within fifteen (15) days of a request to do so. In the event of termination by Demon resulting from a material breach by you of these Conditions, Demon shall not refund any payments you have made for your use of the Service.

Either party may terminate the Service immediately in writing if the other party goes into liquidation or makes a voluntary arrangement with its creditors or has a receiver or manager, administrator or like person appointed under the Insolvency Act 1986 and such appointment is not discharged within thirty (30) days of receipt of such notice.

LIMITATION ON LIABILITY

Nothing in these Conditions 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.

Demon 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 provision of the Service for:

- any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special, indirect or consequential losses or any loss or destruction of data, in any case, whether or not such losses were within the contemplation of the parties, suffered or incurred by that party arising out of or in connection with the provisions of, or any matter under these Conditions.

Excepting the above paragraphs of this provision, 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 twelve (12) months.

DATA PROTECTION

We may retain your personal data, and you authorise us to use your personal data, for the following purposes:

- provision of the Service to you;
- keeping of a record for a reasonable period after termination of your Service;
- operation and enforcement of these Conditions;
- technical maintenance;
- providing you with information about other services we offer, subject to your right to 'opt out' of receiving such information on the Order Form;
- transferring it to another company in the event of a sale of THUS plc;
- legal compliance including disclosing it to any third party who we reasonably consider has a legitimate interest in any such investigation or its outcome;
- transferring it to RIPE NCC as part of a general requirement for provision of these services within Europe; and
- instructing a third party to perform the Support Service.

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.

C-BILLING

The Authorised User will be allocated an individual LoginID and password by Demon to enable access to C-Billing.

The Authorised User shall not share use of C-Billing or any part of it with any other person including, if the Authorised User is a company, any person who is an officer of or contracted to the company, whether directly or indirectly, other than in accordance with these Conditions.

The Authorised User must not operate C-Billing in a way that does not comply with these Conditions or with any legislation or applicable licence or that is in any way unlawful or fraudulent, or to its knowledge has any unlawful or fraudulent purpose or effect, or in connection with the carrying out of a fraud or criminal offence against any telecoms operator, or in a way that does not comply with the reasonable instructions given by Demon, or operate or attempt to operate C-Billing in any way that modifies, decompiles or reconfigures the facility or any software or hardware, or copy any manual or documentation relating to C-Billing, without the prior written consent of Demon.

The Authorised User shall maintain the security of its allocated LoginID and password and will not disclose such to any third party for any purpose other than in accordance with these Conditions. The Authorised User shall immediately notify Demon and change any password which may have been compromised, or is reasonably believed to have been so compromised.

Demon shall not be liable in contract, tort (or delict) pre-contract or other representations (other than fraudulent or negligent representations) or otherwise arising out of or in connection with C-Billing for any special, indirect or consequential loss or any destruction or loss of data, in any case, whether or not such losses were within your contemplation at the Agreement Date, suffered or incurred by the you out of or in connection with these Conditions or C-Billing.

Without prejudice to its rights and remedies, Demon may terminate C-Billing, or any part of it, forthwith in the event that you or the Authorised User is in material breach of these Conditions, becomes insolvent or has a receiving order made against it or commences to be wound up or grants a trust deed on behalf of its creditors or if Demon is no longer authorised to operate the Demon telecommunications system.

Without prejudice to its rights and remedies, Demon may at its sole discretion elect to suspend provision of C-Billing forthwith until further notice if it is entitled to terminate it or if you or the Authorised User is in breach of these Conditions or if Demon is obliged to comply with any relevant order or instruction of government or other regulatory authority or if any consent or authority required for the purpose of providing C-Billing is withdrawn, revoked or otherwise ceases to have effect.

NOTICES

Any notice required or permitted under this Agreement must be in English and in writing and sent either:

by post to: Customer Services, Gateway House, 322 Regents Park Road, Finchley, London N3 2QG; or

by email to: customerservice@demon.net.

Any notice to be sent to you will be sent to the address which you provide on the Order Form or such other address as you shall have given written notice of as the billing address.

MISCELLANEOUS

These Conditions and the Service shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England. 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 these Conditions promptly through negotiations between the respective representatives of the parties who have authority to settle the same. 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. Each of the parties acknowledges and agrees that 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 these Conditions as a representation. The only remedy available to it for breach of the representations shall be for breach of contract under the terms of these Conditions. Nothing in this provision shall, however, operate to limit or exclude any liability for fraud.