

# User Agreement: UK

August 2024

## ASK4 USER AGREEMENT

This user agreement is intended to set out as clearly as possible our obligations when we provide you with our services, as well as your obligations when using them. They also provide key information about our services, which we are required by law to provide to you.

In this user agreement 'we', 'us' or 'our' means ASK4 Limited company number 03980594, whose registered office is at Devonshire Green House, 14 Fitzwilliam St, Sheffield, S1 4JL, United Kingdom, and 'you' or 'your' means the person using our services.

Our agreement is made up of:

- Our Order Confirmation
- The User Terms below
- The Acceptable Use Policy

If one of these documents says one thing and one another, then the one highest in the list above will be the one that is correct.

If you don't understand any parts of our agreement and want to talk to us about it, please contact us.

"How we use your data" provides you with information on how we use the personal information we collect about you.

## USER TERMS

### 1.0 Definitions

1.1. To try and keep this Agreement short, we've used some abbreviations and acronyms. The relevant meanings of these abbreviations and acronyms are explained below:

**"Additional Services"** means, where available any of, 4Backup, 4Connect, 4Connect Plus, 4Voice, 4Network or any other service offered by us and subscribed to by you as detailed in the Service Descriptions;

**"Agreement"** means together these terms, Order Confirmation and Acceptable Use Policy;

**"Applicable Laws"** means all applicable laws, statutes, regulations and codes in force from time to time;

**"Code of Practice"** means ASK4's code of practice which can be found at <https://www.ask4.com/legal/complaints-code-of-practice>;

**"Compatible Device"** means Windows-based PCs, laptops or tablets, Mac OS-based computers, iOS and Android tablets and smartphones and any other device that we may permit from time to time;

**"Cooling-off Period"** means the first 14 days after the date of the Order Confirmation;

**"Connection Speed"** means the amount of data that can be transferred from a Registered Device to or from the Internet per unit time as defined in the Order Confirmation;

**"Disruptive Device"** means any device that prevents or interferes with our provision of the 4Wireless to other customers (such as a wireless access point such as wireless routers) or any other device used by you in breach of the Acceptable Use Policy;

**“HMO”** means a house in multiple occupation;

**“Internet”** means the global data network that provides a variety of information and communication facilities and consists of interconnected networks that use standardised communication protocols;

**“LAN”** means the Local Area Network in the Residence;

**“MAC Address”** means Media Access Control Address;

**“Managed Rented Accommodation”** means rented accommodation where the Service is procured by the Owner rather than you, and the Service is the exclusive service for accessing the Internet provided at the Residence;

**“MyAccount”** means the website provided by us through which you can control and manage your account;

**“Network”** means our network that enables a connection to the Internet and any Owner-installed cabling or network in the Residence;

**“Order Confirmation”** means the email, online confirmation or any other method of confirmation from us that your order has been accepted (including the details of the Service and/or any Additional Service to be provided to you by us);

**“Owner”** means the owner of the Residence and any operator, manager or other agent appointed directly or indirectly by the owner of the Residence;

**“Owner-Supplied Device”** means a Compatible Device provided by the Owner;

**“Registered Device(s)”** means each device registered to receive the Service and/or Additional Services provided; if a single device has multiple MAC Addresses (for example, if a device has a different MAC for a wired and wireless connection), each such MAC Address shall count as a Registered Device and count towards any limit on devices set out in this Agreement;

**“Residence”** means the building in which you receive the Service;

**“Residential Service”** means where the Service is not provided to Managed Rented Accommodation, an HMO or to Student Accommodation;

**“Service”** means the supply of Internet access by either 4Wireless and/or a Wired Connection as described in the Service Information and any Additional Services subscribed to by you;

**“Service Description”** means the document attached to these terms that sets out the scope of the Service and Additional Services we provide;

**“Service Fee”** means the fee or fees payable by you as detailed in the Order Confirmation;

**“Service Information”** means details of the Service and/or any Additional Service to be provided by us as set out in either the: (i) Order Confirmation; (ii) online sign up process; or (iii) Service Description and if there is a conflict between them, the order of precedence shall be as listed (first to last);

**“Student Accommodation”** means accommodation that is predominantly occupied by students or individuals in education;

**“Support”** means the support services as set out in the Service Description;

**“Support Telephone Number”** means or such other number(s) as may be provided from time to time at [support.ask4.com/hc/en-gb/articles/18742724299805-Contact-us](https://support.ask4.com/hc/en-gb/articles/18742724299805-Contact-us);

**“Support Email Address”** means support@ask4.com or such other email address(es) as may be provided from time to time at support.ask4.com/hc/en-gb/articles/18742724299805-Contact-us;

**“Termination Date”** means the date on which your right to use the Service comes to an end in accordance with this Agreement;

**“VOIP”** means the two-way transmission of spoken communications via the Internet;

**“Wired Connection”** means a connection delivered over a wired Ethernet port;

**“4Backup”** means the network-based data backup service provided by us as described in the Service Information;

**“4Connect”** means the service provided by us to allow you to increase the number of Registered Devices as described in the Service Information;

**“4Connect-Plus”** means the service comprising both 4Connect and 4Network, as described in the Service Information;

**“4Network”** means the service provided by us to allow you to create a personal, private network to interconnect Registered Devices within the Residence (where available);

**“4Voice”** means the VOIP service provided by us (where available); and

**“4Wireless”** means a connection to the Network in order to access the Service and/or Additional Services over a compatible wireless device.

## **2.0 Commencement**

2.1. Our Agreement shall commence when we confirm your order has been accepted by issuing an Order Confirmation.

2.2. We assume you want to get up and running as soon as possible. When submitting an order, you agree that the Cooling-Off Period shall commence as soon as your order is accepted and that we can provide the Service during this Cooling-Off Period. If you do not wish to us to provide the Service until the end of the Cooling-Off Period, you should not submit an order online and should contact us on the Support Telephone Number.

2.3. Once we send you an Order Confirmation, you should be able to use the Service straight away in most cases, or within 24 hours at the latest.

## **3.0 Our obligations**

3.1. Provided you comply with your obligations under this Agreement, we shall

3.1.1. supply the Service as set out in the Order Confirmation; and

3.1.2. provide Support for the Service you have ordered.

3.2. As stated in the Service Description, we can only provide Support in respect of our Service and connecting Compatible Devices to them. We cannot provide support for software installed on incompatible or faulty devices.

3.3. We may provide additional support from time to time over and above our contractual obligations. If we do so, there is no obligation on us to fix the fault or to offer this assistance in the future.

- 3.4. We may not offer all elements of the Service or all Additional Services at each Residence. The Service and Additional Services we make available for you to order will be set out in the online sign-up process.
- 3.5. Where we provide a Service to Managed Rented Accommodation or Student Accommodation, we may, at the Owner's request (normally where minors occupy the Residence), or if we're required to do so by any Applicable Laws, implement content blocking. Where we implement content blocking, we are not responsible for how particular websites are categorised and can't be responsible for a failure to block, or the incorrect blocking of, content or websites that are incorrectly categorised.

#### **4.0 Your obligations**

- 4.1. You shall:
- 4.1.1. pay to us the applicable Service Fees before we provide the Service and any Additional Services as specified in the Service Information;
  - 4.1.2. provide us with your email address and tell us if you change it by emailing support@ask4.com or by updating it online via MyAccount;
  - 4.1.3. ensure that all Registered Devices: (a) have up-to-date antivirus software and a firewall installed; and (b) in order to access the 4Wireless service, are wireless-enabled to an appropriate standard;
  - 4.1.4. only connect Compatible Devices to the Network, and not connect any Disruptive Devices;
  - 4.1.5. not use the Service for business or commercial purposes;
  - 4.1.6. only use the Service in accordance with the Acceptable Use Policy (the breach of which will be treated as a serious and material breach of this Agreement);
  - 4.1.7. not interfere, modify or tamper with the Network in any way;
  - 4.1.8. not use the Network, or allow others to use the Network, other than in order to receive the Service;
  - 4.1.9. take all reasonable steps to ensure that all Registered Devices are secured against unauthorised access and shall under no circumstances disclose your MyAccount password or the MAC address of any Registered Device to a third party;
  - 4.1.10. not use the Service to operate a server or servers, whether for internal or external data transfer (except as may be permitted by the use of the 4Network service), or to access peer-to-peer (or similar) services where you may violate third-party rights;
  - 4.1.11. not use abusive or threatening language or behaviour in dealing with our personnel;

- 4.1.12. allow us, in accordance with all Applicable Laws, to carry out port scanning, traffic shaping, traffic monitoring and such other measures as we may determine from time to time to ensure optimum performance of the Service for all or the majority of all users;
- 4.1.13. pay all the costs and expenses that we may reasonably incur as a result of any breach by you of your obligations under this Agreement (including, for the avoidance of doubt, any debt collection costs);
- 4.1.14. comply with the Applicable Laws when using the Service and Additional Services; and
- 4.1.15. only create one account at the Residence and only register the account against your room or flat in the Residence (and we are entitled to undertake checks to determine whether multiple accounts are created for one room or registered against the incorrect room within a Residence).

## **5.0 Engineer visits**

- 5.1. It is our sole decision as to whether to provide an engineer to assist you in accessing the Service and Additional Services or to remedy a suspected fault.
- 5.2. If an engineer visits you at the Residence following a request from you to remedy a fault with the Network and no fault exists within the Network, you will be liable for a £30.00 engineer charge. For the avoidance of doubt, this charge will still apply in situations where we cannot provide the Service, as the fault is not within our Network (for example, the fault is within the Owner's infrastructure).

## **6.0 Payment**

- 6.1. Unless otherwise specified in the Service Information, and you set up a recurring payment, any Service Fees must be paid in advance for the full period the Service is taken for as set out in the Service Information. Where specified in the Service Information and/or a recurring payment is set up, Service Fees shall be paid monthly in advance with the first payment being made on the Commencement Date and subsequent payments being made on the same day (or the 28th of the month when the first payment was taken on or after the 29th) of each subsequent month. Payment shall be made using a credit or debit card or other means that will be determined from time to time.
- 6.2. You shall give us not less than 14 days' notice of any cancellation of your recurring payment; otherwise, another payment might be taken.

## **7.0 Speeds**

- 7.1. You can find details on the Connection Speeds over a Wired Connection in the Service Information but these Connection Speeds are not guaranteed.
- 7.2. Where you have multiple Registered Devices on one Wired Connection and use such devices simultaneously, the Connection Speed shall be shared across all devices such that not all devices will be able to receive the Connection Speed.

- 7.3. It is not possible for us to guarantee, or estimate, a Connection Speed over the 4Wireless service as Connection Speeds are affected by external factors that we cannot control such as the specification of the Registered Device, the location of the Registered Device, the construction of the Residence, and the number of Registered Devices connected at any one time.

## **8.0 Devices and additional users**

- 8.1. The maximum number of Registered Devices you shall be entitled to use at any one time shall be set out in the Service Information. You may be able to use additional Registered Devices if you purchase 4Connect or 4Connect-Plus.
- 8.2. We reserve the right to limit the number of different Registered Devices you can connect in total during your use of the Service (as well as at any one time) if we believe you are repeatedly removing and adding the same Registered Devices so as to avoid the limit on devices as set out in clause 8.1 above.
- 8.3. You shall not use or attempt to use any device or software (such as NAT, Address Masquerading, Proxying, or the connection of an additional wireless router) that would allow you to connect more than the number of devices set out in the Service Information to the Network.
- 8.4. You must not connect any Owner-Supplied Devices to your account.
- 8.5. You shall not share or attempt to share the Service. You may allow other people to use your Registered Device whilst it is connected to our Network. However, you must not permanently allow this, and you shall remain responsible for the use of the Registered Device.
- 8.6. You should not share your MyAccount username or password with anyone else, and if you do, you shall remain responsible for any use of your MyAccount and actions that are taken using it.
- 8.7. All Registered Devices will be assigned private IP addresses. We may change the IP addresses assigned to the Registered Devices from time to time.

## **9.0 4Backup**

- 9.1. In respect of the 4Backup service, you shall:
- 9.1.1. accept sole responsibility for the content of the data stored and shall not store any data that would breach any Applicable Laws. You shall indemnify us and the Owner against any liability that we may incur as a result of your failure to comply with this provision;
  - 9.1.2. comply with the requirements of all third-party software licences required for the use of the 4Backup service and indemnify us and the Owner against any liability that they may incur as a result of your failure to comply with this provision; and
  - 9.1.3. keep any username and password used to access the 4Backup service private and not share or attempt to share access to the 4Backup service with any other person.

- 9.2. Unless otherwise specified in the Service Information, the amount of data that you may back up shall not have any specific limit. However, the amount of data backed up must be commensurate with a typical home user, and we reserve the right to put in place an appropriate fair usage policy at any time to set out such a limit.
- 9.3. We shall take all reasonable steps to keep the data held as part of the 4Backup service secure and shall not knowingly disclose the same to any third party unless required to do so under Applicable Laws or court order.
- 9.4. You acknowledge that access to the data held under the 4Backup service depends on many factors outside of our control and, accordingly, we shall have no liability for any failure to deliver the 4Backup service where we have used all reasonable and commercially sensible endeavours to provide it.
- 9.5. We shall notify you by email at the email address we hold at least 30 days before the Termination Date that access to the 4Backup service and all data hosted will be deleted on that date. If you do not supply an email address to us, we shall be entitled to delete all data on the Termination Date without notifying you.
- 9.6. You shall cease to be entitled to use the 4Backup service if you are in breach of any of your obligations that allow us to terminate this Agreement or to discontinue the Service and/or Additional Services.
- 9.7. We may require you to install, on a Registered Device, updates or new software as a condition of you continuing to receive the 4Backup service.
- 9.8. We may, at our absolute discretion, choose to outsource to a third party the provision of the 4Backup service at any time, provided that in doing so, the 4Backup service shall not be materially affected and that our obligations under this Agreement shall not change. For the avoidance of doubt, the provision of the 4Backup service by a third party shall not be regarded as a breach by us in the provisions of clause 9.3.
- 9.9. Not all Compatible Devices will be able to access the 4Backup service. You should check with support if your device is compatible before purchasing the 4Backup service, and no refunds shall be provided if it is not compatible with the 4Backup service.

## **10.0 4Connect**

- 10.1. 4Connect entitles you to register an unlimited number of Compatible Devices. We may, in our absolute discretion, choose not to register any particular single device or impose a fair usage limit.
- 10.2. You shall only register your own devices and shall under no circumstances register or attempt to register devices for use by other people. We reserve the right to use technical measures to detect any breach of this provision.

## **11.0 4Voice**

- 11.1. 4Voice is provided on a pre-pay basis, and you must have a credit balance to make a call.



- 11.2. Calls will be charged at the rates published on our website at [support.ask4.com/hc/en-gb/articles/18591840237981-4Voice-FAQ-s](https://support.ask4.com/hc/en-gb/articles/18591840237981-4Voice-FAQ-s) and will be subject to change from time to time.
- 11.3. Calls will be charged on a per-second basis unless otherwise stipulated on our website.
- 11.4. We may suspend or terminate your use of 4Voice if we reasonably believe that it is being used for any illegal or anti-social purpose.
- 11.5. All credit should be used before the Termination Date, and any remaining balance will not be refunded.
- 11.6. 4Voice may be used to connect to emergency services by dialling 999, but 4Voice should not be relied on as the only means of calling emergency services as (i) 4Voice depends on the availability of power, Internet access and other matters outside the control of the parties; and (ii) the connection may not be to the emergency services call centre closest to you.

## **12.0 4Network**

- 12.1. The maximum number of Registered Devices that you shall be entitled to connect to 4Network will be set out in the Service Information. We may, in our absolute discretion, choose not to register the connection of any particular single device, and this decision shall be final.
- 12.2. Unless otherwise stated in the Service Information, Owner-Supplied Devices shall not count towards the 4Network device limit, and you should not connect them to your account (in which case they shall count towards your 4Network device limit).
- 12.3. Where Owner-Supplied Devices are made available, they shall only be used by you as agreed upon with the Owner and in accordance with any rules or usage limitations imposed by us or the Owner. You shall not use or attempt to use Owner-Supplied Devices that you have not been authorised to use.
- 12.4. Access to Owner-Supplied Devices as part of 4Network may be withdrawn or made subject to new rules or usage limitations at any time.
- 12.5. You shall only register your own devices for connection to 4Network and shall under no circumstances register or attempt to register devices for use by other people. We reserve the right to use technical measures to detect any breach of this provision.
- 12.6. Whilst we shall take reasonable steps to ensure the security of 4Network, the nature of the Internet and the Service means we cannot guarantee that 4Network shall be completely secure, and you shall at all times remain responsible for the security of your devices. You also shall take such steps as are necessary (e.g., activating firewalls and virus scanners) to secure your devices.

## **13.0 Our remedies for your breach of the Agreement**

- 13.1. If you breach any provision of this Agreement, we shall have the right to suspend the supply of the Service and/or Additional Services or terminate this Agreement as set out in clause 15.

- 13.2. If you (or the Owner on your behalf) fails to pay the Service Fee or any other monies due under this Agreement (or any other agreement between us), we shall have the right to suspend access to the Service and/or Additional Services and charge a reasonable administration fee which you shall pay (along with the full balance of the outstanding monies) before we shall grant you access to the Service and/or Additional Services.
- 13.3. If we are providing the Service to Student Accommodation or to an HMO, with the consent of the Owner and in the presence of their representative, we have the right to enter the part of the Residence where you resided to take such steps as may be appropriate to remedy a breach of this Agreement that is: (i) illegal; and/or (ii) affecting other customers or the Owner (including to carry out the disconnection of any Disruptive Device). We shall only take these steps where we have requested you to stop breaching this Agreement, and you have not done so.
- 13.4. Where the Service or part of the Service is provided as part of your tenancy or other agreement with the Owner, if you fail to pay any rent or other payment under that agreement, we shall have the right to suspend your access to the Service if so requested by the Owner as if the Service Fee has not been paid. For the purposes of this provision, any notification from the Owner to us of monies due by you to the Owner shall be conclusive as between you and us, and you shall be required to raise and resolve any disputes directly with the Owner before access to the Service is provided again. Any reference to refunds of the Service Fee shall not apply to any monies payable by you to the Owner.
- 13.5. The rights in this clause are in addition to any other rights that we may have arising from your breach of this Agreement.

#### **14.0 Duration of this Agreement**

- 14.1. We will provide the Service from the Commencement Date until the Termination Date.
- 14.2. Unless you have set up a recurring payment method, the Termination Date for the Service and/or the Additional Services shall be at the end of your annual tenancy period, unless a shorter period was specified in the Service Information.
- 14.3. Where you have set up a recurring payment, this Agreement shall be for the minimum period specified in the Service Information and then shall continue on a rolling monthly basis. You cannot cancel in the minimum period. If our agreement is continuing on a rolling monthly basis, you must give us 7 days' notice before your next payment date to cancel, and the next payment date shall be the Termination Date.
- 14.4. If you cease to reside in the Residence before the Termination Date for any reason, this Agreement will terminate. You will not be entitled to a refund. We cannot move your Service to another address.

#### **15.0 Termination**

- 15.1. We shall have the right to terminate this Agreement for the following:
- 15.1.1. you are in material breach of your obligations in this Agreement, or you commit persistent breaches of your obligations under this Agreement;

- 15.1.2. the Owner fails to pay for the Service where the Owner has undertaken to do so;
  - 15.1.3. our ability to continue to provide the Service or any Additional Service to you is materially and adversely affected because (i) any of our telecommunications carrier(s) or supplier(s) ceases to provide services to us; or (ii) any authorisation required by us ends or is changed;
  - 15.1.4. we reasonably believe you have provided us with false or misleading details about yourself;
  - 15.1.5. we tell you that your use of the Service is causing problems for other users, and you carry on using the Service in the same way;
  - 15.1.6. we reasonably believe that you have used the Service or the equipment for illegal purposes;
  - 15.1.7. we receive a serious complaint about your use of the service which we believe to be genuine (for example you're using any service in breach of our Acceptable Use Policy);
  - 15.1.8. in the event of your bankruptcy or death;
  - 15.1.9. we are required by the emergency services or other government authorities;
  - 15.1.10. you repeatedly request your bank to chargeback payments that you have not told us you are disputing;
  - 15.1.11. a change in Applicable Laws makes it impossible or would place a substantial and significant financial burden on us to continue to provide the Service;
  - 15.1.12. we are no longer providing the Service to customers, the Owner and/or to the Premises; or
  - 15.1.13. where we are providing the Service on a rolling basis, we can terminate the Agreement on 7 days' prior notice.
- 15.2. Where this Agreement is terminated due to a breach by you, no amount of money shall be refunded to you. If you are not in breach, and we have terminated the agreement, we will refund a pro-rata amount of the Service Fee (if any) that you paid to us for any period where the Service would otherwise have continued to have been provided.
- 15.3. Where we terminate this Agreement under clause 15.1, we shall aim to provide you with as much advance notice as possible. However, we may not be able to do so where we terminate under clauses 15.1.1, 15.1.6, 15.1.7, 15.1.9, and 15.1.12.
- 16.0 Cooling off period**
- 16.1. You shall have the right to terminate this Agreement at any time within the Cooling-off Period by contacting our support team.

16.2. If you cancel during the Cooling-off Period, you shall be entitled to a refund of fees you have paid, but we reserve the right to charge:

16.2.1. the Service Fee on a pro-rata daily basis for any Service or Additional Services received up to the following day when you told us you wanted to cancel;

16.2.2. for anything you have used (for example charges for calls you have made); and

16.2.3. any connection or activation fees.

## **17.0 Liability**

17.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:

17.1.1. any losses that: (i) were not foreseeable or that we couldn't reasonably have expected or couldn't have considered when we entered into this Agreement; or (ii) relate to 'knock-on' consequences of a breach of this Agreement where you could have taken other steps to mitigate or prevent the loss;

17.1.2. losses that were not caused by any breach on our part or were caused by you using the Service in a way that breaches the terms of this Agreement;

17.1.3. information that is lost or corrupted (unless this is due to any digital content we provide);

17.1.4. for any loss arising from: (i) any interruption of power, telecommunication or other supply or any act or omission by a supplier of such services that was outside of our reasonable control; (ii) providing in good faith instruction advice or support to you; (iii) any virus, malware or other infection or any other malfunction of a Registered Device (or any other device owned or used by you); and

17.1.5. business losses or losses to non-consumers (for example, losses related to you not being able to carry out remote working or being able to run a home business).

17.2. Except for responsibility that we cannot limit in law, we will not pay you more than a total of £1,000.00 in compensation in any 12-month period for any breach of this Agreement.

## **18.0 Indemnity**

18.1. You agree to indemnify us against any liability arising from your breach of third-party intellectual property rights or violation of any other law or regulation.

## **19.0 Our service standards**

19.1. We will provide the Service and Additional Services with all due care and skill expected of an Internet service provider. However, the nature of the Internet means we cannot guarantee that there will never be an interruption or any disruption to the Service.

- 19.2. We shall take reasonable and commercially sensible steps to ensure that any such interruptions or disruptions are kept to an absolute minimum, but you shall not be entitled to any refund of the Service Fees or any other compensation in the event of an interruption or disruption to the Service unless it was due to a failure by us to provide the Service with due care and skill.

## **20.0 Changes to the Service, Additional Services and/or this Agreement**

- 20.1. We may modify the Support Telephone Number or the Support Email Address at any time provided the changes do not increase your cost of contacting us.

- 20.2. We may change the Service Fee (or any other charges), the Service and/or Additional Services, the Acceptable Use Policy or the terms of this Agreement in accordance with clause 20.3, if:

20.2.1. we change the Service or introduce or remove Additional Services, features or benefits;

20.2.2. we change the way we structure our Service and/or Additional Services and the Service Fee or other charges for those services;

20.2.3. the cost to us of providing the Service and/or Additional Services or the cost of running our business increases (for example, if the businesses we buy services or products from are increasing their prices);

20.2.4. changes in technology must be reflected (for example, if we develop new systems which provide you with a better service);

20.2.5. there is a change in Applicable Laws (for example, if there is a VAT increase);

20.2.6. the terms of this Agreement are altered to make them clearer or easier to understand; or

20.2.7. any other change in circumstances in the future that we can't predict makes a change necessary.

- 20.3. Unless clause 20.4 applies, if we make a change under clause 20.2, we will inform you at least 30 days in advance by email or post of the changes. You can object to this change but must do so within 30 days of the date of the notice that we send you. We will then, at our discretion, either: (i) continue to provide the Service based on the terms and conditions that applied previously; or (ii) allow you to end this Agreement without having to pay any extra charges or fees for leaving early. We'll then refund a pro-rata amount of the Service Fee (if any) paid by you for any period during which the Service and/or Additional Service would otherwise have continued to have been provided.

- 20.4. Where we make a change under clause 20.3 that: (i) is exclusively to your benefit; (ii) is purely administrative (for example, but not limited to, transferring this Agreement to another company in our group) and has no negative effect on you; (iii) is due to a change in applicable laws, you will not have the right to object to the change, but we will still inform you about it (for example, by publishing details on our website).

## **21.0 Other things we need to tell you**

- 21.1. Dealing with this agreement: You accept that this Agreement is just between you and us; no one else can enforce it, and you can transfer it only with our consent. However, we may take instructions from a person acting with your permission. We can transfer this Agreement to another company provided this does not negatively affect your rights under the Agreement.
- 21.2. Communicating with us: If you wish to give us notice, you must use the Support Telephone Number or the Support Email Address.
- 21.3. Communicating with you: We'll give notice to you via our website or by email. It's your responsibility to ensure we have an up-to-date email address.
- 21.4. Unenforceable terms: If any part of this Agreement cannot be enforced, all other parts of this Agreement will still apply.
- 21.5. Delays: If we delay in taking any steps under this Agreement against you after you breach this Agreement, that won't prevent us from taking steps against you at a later date.
- 21.6. Sub-contractors: We shall be entitled to carry out our obligations under this Agreement through any agents or sub-contractors appointed by us from time to time.
- 21.7. IP Rights: We and our suppliers still own any intellectual property rights associated with the Service, the Additional Services and the equipment, and you won't own any rights in them by using them.
- 21.8. Acts of God: Neither party shall be liable for any breach of this Agreement caused by an Act of God; insurrection or civil disorder; war or military operations; national or local emergency; acts or omissions of government or other competent authorities; industrial disputes of any kind; fire, lightning, explosions, floods or subsidence; acts or omissions of persons or bodies for whom either party is not responsible; any change to Software or Internet protocols or failure of the Internet in part or in whole or any other cause, whether similar or dissimilar, outside either party's reasonable control. You shall still pay the Service Fee where we are providing the Service, even if one of the events listed above occurs.
- 21.9. After our agreement: Clauses 17 (Liability), 18 (Indemnity), and 21 (Other things we need to tell you) apply even if our agreement has ended.
- 21.10. Complaints: We want to resolve any complaints you might have. How we'll do this is set out in our Complaints Code of Practice.
- 21.11. Laws and courts that apply: English law applies to our agreement, and claims between us will be brought in the English courts (unless you're a resident of Northern Ireland or Scotland when you may also bring proceedings in the appropriate local courts).

## SERVICE DESCRIPTIONS

### THE SERVICE

The Services shall enable you to connect the Registered Devices to the Internet by either a Wired Connection and/or by 4Wireless as shall be stated in the Service Information.

The Service will not be compatible with or support the use or connection of connected devices such as wireless speakers or printers or the use of TV casting devices.

The Service is necessary for you to be able to subscribe to any Additional Services.

We aim that the 4Wireless service will be available but cannot guarantee this.

The number of Registered Devices depends on our Agreement with the Owner and/or if you subscribe to any Additional Service. This will be confirmed in the Service Information.

**Please note our service relies on power being provided to the rooms within your accommodation where we have active equipment (often called a “comms” or server room).**

**This means in some cases where the power issue is localised, our service will continue to work if you have no power within your unit. However, in limited cases, you equally may not have service where power is available to your room but not the “comms” or server rooms within your accommodation.**

**If making calls or accessing the internet is critical to you when there's a power cut, please make sure you have access to an alternative battery powered technology, such as a mobile phone.**

### ADDITIONAL SERVICES

#### 4Network

4Network allows the devices registered to your ASK4 account to be able to communicate with one another over the wired and wireless network within your accommodation.

This means that you can connect your devices within your own virtual, private and secure wireless network via the building's shared infrastructure, facilitating the use of devices like digital media players (e.g Chromecast), network-enabled printers, wireless speaker systems and Network Attached Storage (NAS) systems.

Without enabling 4Network, your wireless devices will be able to connect to the Internet but won't be able to see or connect with each other.

#### 4Backup

4Backup an unlimited backup service that we offer via Livedrive.

4Backup keeps a copy of your files securely online and lets you view them from any web browser, anywhere. You can install it in minutes and once it's installed it works in the background to back up your files.

4Connect and 4Connect Plus 4Connect is an add-on service that enables a resident to register and connect multiple devices (e.g. iPads, games consoles, laptops)

#### 4Voice

4Voice allows you to make calls over your internet connection.

Please note the service may be used to connect to emergency services by dialling 999 but the connection may not be to the emergency services centre closest to you and the service should not be

relied on as the only means of calling emergency services as the functionality of the service depends on the availability of power, the internet connection and other factors outside of our control.

## **Support**

We'll provide assistance by telephone, email, text message or by other means we may determine to enable access to the Service and Additional Services via the Registered Devices

We may, at our absolute discretion, provide for support engineers to assist you at your Residence, but we are not required to do so.

We can only support access for Compatible Devices and we cannot provide general support for any Registered Device outside of support to get it to connect to the Services or Additional Services.

We cannot provide support for software installed on any Registered Device or any peripheral devices connected to any Registered Device.

We cannot assist with any virus, Trojan, Adware or other malicious software infection or any fault arising out of the use of any Registered Device.



## ACCEPTABLE USE POLICY

### Disruption to the service

You may not disrupt the Service.

The Service may not be used to access or interfere with computer networking or telecommunications services of any customer, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to “crash” a host.

The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device that you choose to connect to the Service, including any data stored on that device.

We reserve the right to impose transfer-limits on customers who regularly use the Service in an excessive fashion where such usage disrupts the service of other customers.

The Service is intended to be used for personal non-commercial purposes.

You shall not make the Service available to any third party by any means. It is your responsibility to secure your own computer and systems so that third parties cannot gain access to the Service and use resources without your specific knowledge.

### Inappropriate use

There may be content on the Internet or otherwise available through the Service which may be offensive to some individuals or may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. We assume no responsibility for the content contained on the Internet or otherwise available through the Service.

You assume the risk of accessing content through the Service, and we, nor any of our employees, agents or suppliers, shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.

You may not use this Service for anything unlawful, immoral or improper. In addition to the foregoing, in particular, but without limitation, you shall refrain from using the Service for:

- a) Harassing or disturbing third parties and/or violating their privacy;
- b) Impersonating other users or third parties;
- c) Spying on other users or third parties;
- d) Damaging the reputation and/or image of other users or third parties; and
- e) Advertising purposes in order to promote products, services or activities of themselves or third parties.

In the event that you become aware a third party is engaging in any of the aforementioned conduct, we ask that you notify us via email in order for us to take appropriate action.

Content questions or complaints should be addressed to the content provider, not to us.

You are solely responsible for any information you publish on the Internet. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content.

We reserve the right (but are under no obligation) to refuse to post or remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent or otherwise inappropriate, regardless of whether such material or its dissemination is unlawful.

### **Intellectual property rights**

The Service must not be used to access, host, share, copy or distribute unlawful material in any way and in particular but without prejudice to the generality thereof material that is protected by copyright, trademark, registered design rights or any other recognised intellectual property rights (Intellectual Property Rights) without the express permission of the holder of such rights by any means in particular but without prejudice to the generality thereof by peer-to-peer file sharing.

We, as providers of the Service, do not hold any responsibility for any illegal acts committed by the user while connecting to the Service. Any infraction committed against the Intellectual Property Rights mentioned above is solely claimable against the user, not us nor the manager of the premises. You agree to indemnify us absolutely with regard to any liability arising in this respect.

We reserve the right at our absolute discretion to limit access to the Service that, in our opinion, exists primarily or entirely for the purpose of sharing material in breach of Intellectual Property Rights.

We reserve the right to discontinue the Service if you are in breach of this provision.

### **Legal obligations**

By using the Service to reproduce, publish, display, transmit and distribute content, you are warranting that the content complies with this policy and authorising us and our employees, agents and suppliers to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the content in a timely manner when required through legal processes.

## ASK4 CANCELLATION FORM

Any non-business service from ASK4 can be cancelled using this form.

### Right to cancel

You have the right to cancel your agreement within 14 days without giving any reason.

The cancellation period will expire after 14 days from the date of the Order Confirmation generated as part of the online sign-up process or the date of an email confirming the terms of the services ordered.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You may use the attached model cancellation form, but it is not obligatory.

The letter or the notice should be sent to ASK4 Limited at the detail below:

**BY POST:** Devonshire Green House, 14 Fitzwilliam Street Sheffield S1 4JL

**BY EMAIL:** support@ask4.com

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**You can telephone us to tell us that you wish to cancel but we cannot act on a telephone call alone. It is essential that if you wish to cancel, you follow the procedure set out above**

### Effects of cancellation

There are generally no costs of delivery, so the following is unlikely to apply but we may not refund the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us.

If goods were supplied (which is generally not the case), we may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and in most cases no later than 14 days after the day on which we are informed about your decision to cancel this contract.

If goods were supplied (which is generally not the case), we may not make the reimbursement until:

- 14 days after the day we receive back from you any goods supplied, or
- 14 days after the day you provide evidence that you have returned the goods.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### Model Cancellation Form

To ASK4 Limited [*in one of the following ways*]: by post to Devonshire Green House, 14 Fitzwilliam Street Sheffield S1 4JL; or by email to support@ask4.com

I/We [\*] hereby give notice that I/we [\*] cancel my/our [\*] contract for the supply of the following service

*[ASK4 note: Insert above brief details of service ordered]*

Ordered on [Insert date]

Name of consumer(s)

*[ASK4 note; the 'consumers' are you, the person or persons who placed the order]*

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

[\*] Delete as appropriate

## THINGS WE ARE REQUIRED TO TELL YOU

The below table sets out the information we are required to provide to you under consumer protection legislation.

**Description of the services:** A description of services will be provided as part of the sign-up process and in the Service Description section above.

**Our name:** Our name is ASK4 Limited, a company registered in England with number 03980594.

**Our address and contact details:** Our address is Devonshire Green House, 14 Fitzwilliam Street, Sheffield S1 4JL. Our phone number is 0114 303 3232. We do not have a fax number. Our email address is [support@ask4.com](mailto:support@ask4.com).

**Do we act on anyone's behalf:** We are not acting on behalf of any other trader.

**Our place of business:** Devonshire Green House, 14 Fitzwilliam Street, Sheffield S1 4JL.

**Total price of the service:** This is provided in the Service Information and as part of the sign-up process.

**Our delivery charges:** There are no delivery charges.

**On-going charges:** Where there is a monthly or other periodic payment due, this will be shown as part of the sign-up process.

**Cost of concluding the contract:** There is no cost associated with using distance communications for the conclusion of the contract other than the basic rates associated with the communication method used.

**Payment process:** Payment will normally be taken when you place the order for the Service. The time by which the Service will normally be enabled will be as soon as you complete the sign-up process and should take no longer than 24 hours.

**Complaints process:** Our complaints handling policy can be found at <https://www.ask4.com/legal/complaints-code-of-practice>

**Right to cancel:** You have a right to cancel for 14 days from the date on which you receive the Order Confirmation. The Order Confirmation will be presented to you as part of the online sign-up process or sent to you by email immediately after you place the order.

**Return of goods:** The contract does not relate to the sale of goods, so this provision is not applicable.

**Cost when you cancel:** We reserve the right to charge the Service Fee on a pro rata daily basis for any Services or Additional Services received up to the day following that you told us you wanted to cancel, any other charges for anything you've used (for example, charges for calls you have made); and any connection or activation fees.

**Support number:** For support, please phone 0114 303 3232 or email [support@ask4.com](mailto:support@ask4.com).

Our code of practice: For our code of practice please see <https://www.ask4.com/legal/complaints-code-of-practice>

**The duration of the contract:** The duration of the contract will be provided as part of the sign-up process. Termination provisions can be found in the ASK4 User Agreement above.

**Minimum duration of your obligations under the contract:** The minimum duration of your obligations is for the duration of the contract and will be provided as part of the sign-up process.

**Any deposits or other financial guarantees to be paid or provided:** There is no requirement for the payment of a security deposit or any form of guarantee.

**Functionality of digital content:** The contract does not relate to digital content.

**Compatibility of digital content with hardware and software:** The contract does not relate to digital content.

**Our out of court complaint and redress mechanisms:** ASK4 is a member of OS (Ombudsman Services: Communications). Any dispute that cannot be resolved by negotiation will be referred to OS for their decision in accordance with the ASK4 User Agreement. For further information on OS, go to <http://www.ombudsman-services.org/communications.html>.