

UKtelecom Ltd Terms & Conditions of Trade

Introduction

UKtelecom's policy is to deliver a first class service to customers using any of its many products. Our terms and conditions have been written in plain English and are set out to ensure that the obligations we have to our customers and our customers have to us are easily understood.

Unless specifically stated to the contrary, all services provided by UKtelecom under this agreement are for domestic use. If you require enhanced levels of support or repair to these services you need to subscribe to a full business service. We will not accept liability for any loss or interruption to our services, and by entering into a contract with us you agree that you have no claim for loss, penalties, liability expenses etc. resulting from a loss of service.

It is therefore your responsibility to insure for any such possible loss or alternatively purchase a business level service.

Definitions

Where 'you' and 'your' are shown they refer to each customer ('Customer') and 'we', 'us' and 'our' refer to UKtelecom. By completing an application for services you have established an account with us regulated by these terms and conditions. Where you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional services or to modify or cancel your services (even if we were not notified of such authorisation) this agreement covers any such services or actions.

Accurate Information

You agree to (1) provide certain current, complete and accurate information about you as required by the application process; and (2) to maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. In particular you agree that if you fail to notify us in writing of your change of address within four weeks of this change we have the right to terminate your contract forthwith and without notice to you.

Fees, Payment and Duration

We offer a wide range of services to which we regularly add new products. Each has its own specific conditions which are listed against the product name later on in this document. The general conditions shown

here apply in addition to the product specific conditions.

In return for the service(s) we provide to you, you agree to pay the applicable charges. These are set out on the application forms we send and in information packs that are sent to new customers. In addition they can be found on our web site: www.uktelecom.uk.net. You can choose to pay us either in Sterling by a UK bank direct debit or in Euros by a French bank Prelevement. Our invoices are calculated in Euros and the exchange rate used for Sterling payments is that shown on 'The Post Office' web site on the day the invoices are created.

All charges payable by you for the services will be the scale of charges notified to you at the time of your application and these rates may be varied from time to time which are published on our web site. Depending on the particular service provided payment may be required in advance or collected in arrears. Please refer to the conditions that apply to the services you require.

It is a condition of this agreement that you leave in place your UK Direct Debit or French Prelevement arrangements for one month after the services cease to be supplied so that we may collect payment for services delivered under this agreement that are charged for in arrears.

UKtelecom is based in the UK and its invoices apply the UK rate of VAT, which varies in accordance with UK law.

You agree to pay for the services and associated VAT you order from us. We reserve the right to apply an interest charge to sums that remain unpaid after their due date. This interest is calculated at the rate of 1.5% per month or the maximum allowed by law.

Business customers not liable for UK VAT should contact us to arrange the appropriate exemption.

In the event of non-payment within 14 days of the due date we may suspend, cancel or terminate your services. After 21 days we reserve the right to cancel all services and apply any termination fees due under the conditions that apply to those services.

Changes to Our Prices

We reserve the right to change our terms and conditions when necessary due to the continually evolving nature of our business. All customers will receive notice of a change either by email to the address they have provided or as a notice included with their monthly invoice. Customers will receive 30 days notice of any change. We will also publish any new charges on our web site: www.uktelecom.uk.net. It is the customers' responsibility to read and understand these changes when they occur. These new charges will apply to any new services ordered from the date of publication. Your continued use of the services we provide shall constitute your acceptance of these new charges or conditions.

You may terminate your agreement with us, with the appropriate notice, should you not wish to accept these changes. You acknowledge and agree that such a termination or cancellation or request for the transfer of any service will be your exclusive remedy and our sole liability should you not wish to accept the changes to this agreement.

Billing

Your invoice will be for all services you have subscribed to and will be sent by email to the address you have provided at the end of the first week of each month and collection will take place 14 days after the date of invoice. In the event that no email address has been provided we will post a paper bill, and a €1.50 charge will be added to the bill to cover the additional costs.

Failed Direct Debit / Prelevement Payments

We have probably the best value for money services available in France and we need to keep our own costs down. Where an attempt to collect payment against an invoice via a Direct Debit or Prelevement fails UKtelecom incurs substantial bank charges and staff costs and have to recover the money due. We therefore have to make a charge to cover the costs that we have incurred for reasons that are the responsibility of our customers. There is a standard €20.00 charge for each failed attempt to collect money properly invoiced.

Termination

You have the right to terminate this agreement in accordance with the notice periods applying to the services you have required us to provide. The actual notice periods differ between products and where appropriate reduce with the length of the

time you have been using the service. Please refer to the terms and conditions associated with each product that is shown below.

You accept that you must pay us for any charges that apply for the remainder of the contract period.

We shall have the right to suspend or cancel this agreement by notice in writing to you if any of the following occur:

- You fail to make any payment when it becomes due or if we reasonably believe that you will not pay any amount due if an event occurs which is outside of our reasonable control
- You exceed the terms of our 'Fair Usage Policy' for services with unlimited access.
- You are in breach of any of your obligations under this agreement
- If a receiver is appointed over your assets
- If a business customer you cease to carry on business for whatever reason (such as a winding up order or court order)
- If you propose to enter into any arrangements with creditors, including voluntary arrangements

On termination of this agreement for any reason we shall claim all amounts owing to us for the services supplied and payment shall be due in full on demand. We reserve the right to commence proceedings for outstanding money without further notice in the event of non-payment. You will not have the right to withhold or offset any portion of this. If we have to apply this provision we will give you notice by email.

Force Majeure

Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control.

In this agreement 'beyond reasonable control' includes any 'act of god', reduction or failure of power supply, other telecommunications operators and suppliers or their equipment including access lines, acts or omission of national or local government authority, war, military operation, riot or delay, employee dispute, or the supply of equipment by third parties.

In any event we shall not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor for any charges incurred by you with another service provider.

Without prejudice to this our liability to you in contract or tort arising under or in connection with this agreement shall be limited to a maximum of €3,000.00 for any

event or series of connected events and €6,000.00 in any 12 month period.

We do not limit our responsibility for death or personal injury resulting from our negligence.

Fair Usage Policy

This condition applies to residential customers who have asked us to supply an 'unlimited access' call service, Broadband etc. The cost of these services has been calculated on the anticipated usage by a typical customer. We monitor usage and in the event that we deem the usage excessive this will be relayed to you by email and you will be advised that the package will be withdrawn and your service transferred to our normal 'pay as you go' tariff. The full 'Fair Usage Policy' can be viewed on our web site: www.uktelecom.uk.net.

Assignment

We may assign or otherwise transfer this agreement at any time. You may not assign or otherwise transfer this agreement or any part of it without our written consent.

Indemnity

You agree to defend, indemnify and hold harmless UKtelecom, its subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action or demand arising out of or related to (1) your use of or connection to the services, but not limited to your application for, registration of, renewal of or failure to renew a particular service registered in your name (2) your use of any domain name registration or other service, (3) your content, (4) your breach or violation of any term, condition, representation or warranty of this agreement; or (5) your violation of any rights of others. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

Provision of Equipment

You acknowledge and agree that, to the extent that it is necessary, it is your responsibility to provide all equipment to enable us to deliver the service you have applied for, such as a working telephone line and PC with modem card for dial-up and Windows 2000 operating software or newer for broadband services, and to pay for such equipment or service.

Privacy

We need to hold information you have given us to enable us to provide you with services and we need to pass appropriate details to our suppliers for the same reason. We do not provide your details to any other organisations. You agree, by using our services, that we may hold your details on our database. We take reasonable precautions to protect your

personal data from loss or unauthorised access.

General

You agree and acknowledge that any acceptance of your application for services and the performance of them by us will occur at our offices in the UK, the location of our principal place of business.

Your rights under this agreement are not assignable, nor transferrable to a third party, and neither does the agreement represent a right to resell our services without our prior written consent.

Nothing in this agreement shall be construed as creating an agency, partnership or other form of joint enterprise.

If we do not require you to follow any provision within this document it will not remove your obligation to observe all other conditions. If any clause becomes unenforceable it will not make the rest of this agreement invalid and the original intent of the agreement will be embodied in a new agreement.

Law

UKTelecom may bring proceedings for breach of contract in either the English or French jurisdiction or elsewhere and you agree to submit to the jurisdiction of the court where proceedings are commenced.

Specific Terms for Services

Installation of a New Line

We provide a service to customers wishing to have a new France Telecom line installed in their property. For a single payment we manage the installation subject to receipt of accurate information from the customer and their cooperation with France Telecom engineers to ensure the installation is completed efficiently.

Whilst every care is taken to process customers' instructions we cannot accept responsibility for errors, omissions or failures of third parties.

Line Rental

Purpose

The UKtelecom Line Subscription means the offer of sell-back of the traditional operator's telephone line subscription put forward by UKtelecom from a telephone land line in mainland France. In this way you will have a single contact intermediary in the person of UKtelecom for their service, billing and calls.

When applying to UKtelecom Line Subscription it shall be assumed that your telephone line is already covered by a contractual subscription to the traditional provider, or that it sustains a service provided as part of a wholly unbundled

package, or by an internet broadband access offer (only partially unbundled). In all other cases, in applying to the UKtelecom Telephone Line Subscription, it shall be assumed that your telephone line fulfils UKtelecom's technical feasibility specifications.

The UKtelecom Telephone Line Subscription concerns all calls made by you, including calls to short numbers, special numbers and VOIP numbers, type 0870 or 0970. UKtelecom implements the required technical process by the intermediary of traditional provider by enabling access to a telephonic network for you, as well as access to services related to the UKtelecom Line Subscription provided by UKtelecom or by a third party. If you already have a subscription with the traditional provider you will retain the same telephone number. In all other cases a new number will be provided.

Conditions Related to Service Access

By agreeing to these terms you give authority to UKtelecom to carry out all necessary administrative procedures in your name and on your behalf to set up the UKtelecom Telephone Line Subscription. You are informed by this agreement that the installation of the UKtelecom Telephone Line Subscription entails the cancellation of telephone service offers you used to have (France Telecom subscription offers or any other provider dealing in the resale of France Telecom subscriptions) as well as offers based on total unbundling of your telephone line and offers related to Broadband Internet access (only partially unbundled) which come without telephone subscription with France Telecom.

However Broadband offers relying on high frequency copper-pair telecommunications cables shall not be concerned by this cancellation (particularly in the case of partially unbundled offers). However it is a condition of our providing you line rental service that all calls made by you, as defined here shall be made over our services and accessible without dialling a UKtelecom prefix. In addition, installation of the UKtelecom Telephone Line Subscription no longer permits you to choose a different provider by simply changing from one prefix from one call to the next.

Activation

Commissioning the UKtelecom Telephone Line Subscription generally takes 15 working days from the date of receiving the completed UKtelecom agreement form. This time-frame shall not apply if commissioning the UKtelecom Telephone Line Subscription involves connection assistance in your home and / or carrying out work.

Costs Related to Service Access

In the event of a new line being set up, installation costs shall amount to €55.00

(fifty five Euros) per analogue line, inclusive of tax. These costs shall be paid by you by direct debit only upon receipt of your monthly invoice. If a Telecom Technician needs to visit your property to install the line you will be billed an additional €55.00. These costs may be modified from time to time and you will receive 30 days notice before the new charges will apply.

In the event of the transfer of an existing line you will be required to pay for the installation of the new service in your name, which will be €55.00. If you are moving within the same area and it is possible for you to retain your current number you can choose to have this by paying an additional single fee of €11.50. Retention of your number cannot be guaranteed and will depend on France Telecom's decision.

If an engineer is asked to attend your property because of a fault and it is inside your property it is **not** a fault on the France Telecom network you will be charged €150.00 for this call-out.

In the event that you were not present when by appointment an engineer called you will be charged a penalty to cover the engineer's costs of €60.00. You will also have to contact UKtelecom to make another appointment.

Service Fees: Charges and Invoicing

Rates may change at any time, and when this is necessary we will give you 30 days notice before they become effective. Your first line rental invoice will include a one month deposit and payment in advance for the current month. Thereafter you will be invoiced monthly for your line rental service. You agree to settle our invoices by either a UK Direct Debit or a French Prelevement only on a monthly basis as invoiced by UKtelecom. The invoice will include all services you have requested. Any complaint about your invoice must reach us within 10 days. After that the invoice will be considered as accepted. We undertake to repay you within 30 days after examination of your complaint by way of a credit on your next invoice, if the complaint is found to be valid.

All amounts or prices conveyed in this agreement are inclusive of tax.

In the event that you cancel your line with France Telecom after the order has been submitted a charge of €50.00 will be charged to the customer by UK Telecom.

Technical Call-Outs

Fees contingent upon any technical assistance shall remain liable to and payable by you.

Faults On The Line

It is your responsibility to notify us by email or phone if you have a technical issue on your France Telecom line. We will endeavour to arrange for the line to be

repaired as soon as possible. We are reliant on the speed of the engineers contracted by France Telecom and therefore cannot be held responsible in the event of delays by third parties.

It is also your responsibility to notify us if you have cancelled your line with France Telecom or moved to another operator in writing giving 30 days notice by email or recorded delivery or charges will be applied.

The telephone line remains the property of France Telecom and UKtelecom under this agreement undertakes to manage it on your behalf. UKtelecom shall not be responsible for any damages including actual, direct, indirect, incidental, special, consequential, punitive or reliance, or for any lost profits of any kind, even if the damages were foreseeable, arising out of the provision of this or related services, or in any way arising out of the UKtelecom Telephone Line Subscription. UKtelecom's liability is precluded from any case caused and in particular cases involving telecommunications operators' failure. You shall undertake to waive all right to claim to damages award or to cancellation of this agreement on the grounds of distorted presentation or non respect of warranty where none had been granted in respect of the present agreement. UKtelecom shall not be held responsible for any failure of France Telecom's part for technical faults on the line, delayed or missed appointments.

Cancellation of the Line Rental Contract

This agreement has been concluded for an indefinite period with an initial period of six months. After this initial period it may be terminated with 30 days notice. Contract termination must be given by email or by recorded delivery, with acknowledgement of delivery to our UK address. In the event that the contract is terminated within the first six months the remaining subscription charges yet to accrue for the first six months must be paid forthwith.

Telephone Calls (Carrier Pre Selection)

General

This service enables you to choose UKtelecom to carry your outgoing telephone calls on your land line. We may vary these services so we can maintain or improve the quality or comply with any new regulation. You are responsible for the usage of the service after installation.

Ordering The Service

When applying for this service you will need to also send a copy of a recent bill from your current provider, usually France Telecom but others also provide this service. If you have a call package with your current provider you will need to write

to them by recorded delivery cancelling the call package or they will continue to charge you for the service and UKtelecom will not be responsible for the costs incurred. We provide a suitable draft letter free of charge for your use. Other providers will also require through their own Terms and Conditions notice of cancellation of their services and this needs to be sent by recorded delivery also. This needs to be done before proceeding with UKtelecom.

Duration

This agreement is for a minimum of 30 days duration and will continue until either of us gives the other 30 days written notice of termination. We will accept notice by email sent from your email account on our records.

The agreement may be ended immediately by you if we break a term of this agreement, which we have not rectified after 14 days, or if the other party stops trading or becomes insolvent or is wound up. We may end this agreement without notice if you break any of your obligations under this notice.

On termination of this agreement for whatever reason you will:

- Immediately pay all outstanding amounts
- Be responsible for any reprogramming of any costs for you to use an alternative provider
- Reimburse UKtelecom for any costs incurred in transferring your services to us if the service is cancelled within 90 days up to a maximum of €15.00.

Charges

UKtelecom charges you for the calls you make using this service. The charges are specified in our price lists valid at the date of commencement of the service. These are published on our web site: www.uktelecom.uk.net.

The charges are based on data collected on our suppliers' equipment and not your own records.

Competitive Pricing Clause

UKtelecom seeks to combine the best customer service with competitive prices for all its services. If you are offered cheaper local, national or international call prices for exactly comparable services (including but not restricted to carrier quality and direct and indirect switching methods and procedures) by a supplier UKtelecom reserves the right to match these prices. If we do not you may end the agreement within the terms of this agreement but without payment of any compensation charge.

Suspension of Service

We may suspend the service (without being liable to compensate you) if:

- There is a national emergency
- To comply with a request from a government or other competent authority
- To protect or provide services to rescue or other essential services

Broadband

Description

We provide a high speed ADSL internet service and where technically possible a second telephone line over the standard ADSL service. The second telephone line will have a different number and will require a separate phone to be connected to the modem used to provide the ADSL connection. It is capable of accepting incoming calls, voicemail and other services. If you are provided with an ADSL Nu or Total Degroupage service you will only have one line.

To have access to our service you will need, in addition to a working telephone line, a computer or lap top with an operating system of either Windows 2000, or MAC OS X or newer. Preferably your computer will have an Ethernet port, but if not it must have an active UBS port. If there is no USB port the computer will need a working Ethernet card.

Please note that if you do not have these facilities you may not have the quality of service our Broadband service is capable of delivering and we might not be able to provide the usual high level of technical support.

You must use the modem we supply as we cannot provide the same level of technical support and remote diagnostic support with other products.

Activation

The availability of Broadband and its speed is dependant on technical issues associated with your individual France Telecom line and the equipment installed at your local exchange. There are some areas where this service is not available and others where the speed will be considerably slower. Please note that we are not able to take any action on your behalf if France Telecom do not provide the facility or refuse to unbundle the line to enable us to carry out the activation. Please note that we always undertake a test of your line before accepting your order to ensure that you are not miss-sold our service.

Unbundling or Degroupage

If your telephone line is in an area where we can provide a Broadband service UKtelecom will seek to have your line partially 'unbundled'. We need your authority to undertake this work and provide a suitable mandate that we can use to request France Telecom to take the necessary action. If you are not the person known to France Telecom as the person responsible for the line you will remain

responsible to the person who's name the line is in and guarantee UKtelecom against any claims made by the line holder.

If the line does not fall into a zone capable of unbundling UKtelecom reserves the right to apply a partially unbundled service when this service becomes available. You will be advised that this technical solution replaces any previous ADSL service, but you remain responsible for formally cancelling any previous services with your previous supplier. *(Remember to check the Terms & Conditions of your previous provider on how notice must be given – most insist that this is by recorded delivery.)*

Telephone Calls Made Over Your Broadband Service

You can connect one telephone directly to the modem we supply. This needs to be of the touch tone type. Calls made with them will be carried over the UK Telecom internet service.

Our Degroupage service is independent from your existing telephone services and you can continue to make calls in the usual way if you have ADSL filters correctly installed to **all** wall sockets. It is a requirement of our Broadband service that customers are also subscribers to our CPS (telephone calls) service. If you are using our Total Degroupage or ADSL Nu service all calls will go over your Broadband telephone service.

All calls made over the Broadband number will attract charges and these will depend on the type of service you have selected.

Your Modem

We supply a high quality wireless modem that is dispatched by recorded delivery. If you wish to use this facility full details are provided in the user instructions and are also available on our web site: www.uktelecom.uk.net. The modem and accessories we provide remain the property of UKtelecom and must be returned at the end of the contract in good working order by registered post within 30 days of the end of the contract. In the event that all the equipment is not returned charges will be incurred.

Full instructions in English are sent with the equipment and if lost copies can be sent by email. The modem requires a standard power supply and in normal usage it should be connected at all times.

In the event of a power cut or likely electrical surge typically due to a storm damage can be done to the modem for which UKtelecom is not liable. It is advisable that both the power and telephone connections are unplugged when storms are anticipated to avoid damage.

If you are on our standard Degroupage Partial and Non Degroupe service in the event of a power cut not associated with a

storm you will lose your internet access and calls made from a phone connected to the modem will go over the normal land line service with the associated costs. If you are on our Degroupage Total or ADSL Nu service you will have no broadband or telephone services in these circumstances. You are responsible for the installation of the modem. UKtelecom reserves the right to upgrade the performance of your modem to improve performance and reliability. This may be done remotely and may require your assistance to remain connected to the service.

Your France Telecom Line & Relocation

You must maintain a working France Telecom line for our Degroupage Partial or Non Degroupage service to work. The line service can be purchased directly from France Telecom or from UKtelecom. If you are using our Degroupage Total or ADSL NU service you will not have a France Telecom line as all services will go over the Broadband service.

Please note that if you move, change your number or move and retain your number your ADSL service will cease and it is important to advise us at least 30 days in advance of such an occurrence so that we can advise you of any costs and use our best endeavours to ensure continuity of service. Please note we cannot guarantee continuous service as we have to rely on France Telecom engineers to undertake work at your local exchange and this will depend on engineer availability that is outside of our control. Your new address will need to be within a zone where an ADSL service is available. It is not possible to guarantee retention of your ADSL telephone number but we will use our best endeavours to retain it on your behalf.

Service Accessibility

Once your service has been correctly installed it is designed to be continuously active. UKtelecom is not responsible for any malfunctions resulting from events outside of its control, however we provide free technical support in normal office hours to address all our responsibilities. In the event that we can establish that the fault lies with others we will try to give advice on who should be approached to remedy the problem. We accept no responsibility for any advice given.

Reliability of the Service

The service is very stable and most user problems arise from either customers not following our detailed instructions for the installation or faults on the line between your local exchange and your property. If this is the reason for the service not being available there is no fault on the part of the Broadband service and charges will continue to apply. However we provide technical support to address line faults and have them repaired as quickly as possible.

Whether the line rental is purchased directly from France Telecom or from UKtelecom the line remains in the ownership of France Telecom but they will not pay any compensation for loss of service on the line. Like any technical service, development and maintenance work has to be undertaken from time to time. You can expect to have access to your service for 97% of the time. In the unlikely event that disruption to the service in any one month due to our Broadband service issues is above 3% we will at your request credit you on a pro rata basis for any period in excess of 3%.

Minimum Contract Period, Continuity and Termination

There is a minimum 1 year contractual period; thereafter the service can be terminated by email or recorded delivery letter addressed to our UK offices giving 30 days notice. You may cancel your contract at any time but will incur charges for the remainder of the balance of the first year should the contract be terminated within this period.

Your contract will be continuous until you give us notice you wish to cancel the service. You must return the modem and accessories in good working order within 30 days of giving us notice. (Please refer to 'Your Modem' above.)

Improper Use of the Services

In the event of late payment or breach of our 'Fair Usage Policy' we reserve the right to restrict or suspend the service. This will not be done without first informing you – usually by email at the address you have provided to us.

It is generally appreciated that information available on the internet is not subject to protection and safeguards. You have the responsibility to protect your transmissions and computer data. It is not possible for UKtelecom to accept responsibility in the event that unauthorised persons or organisations obtain access to transmissions or data. Neither can UKtelecom accept responsibility resulting from the acts of third parties using such information.

We are also required in law to suspend a service if French laws and regulations have been broken, and we may be obliged to terminate the contract. For example regulations relate to intellectual rights, sending of unsolicited emails, the protection of minors, acts that are prohibited in respect of minorities etc. This is not intended to be a comprehensive list but indicative of the type of requirements placed on individuals.

Our Responsibility to You

It is our responsibility to ensure that the modem we supply is delivered to your address and that the Broadband service is active on your line, and that we supply

sufficient information to ensure that a serviceable PC can connect to the modem. In the event that the connection fails due to problems on your PC we will provide a minimum of 30 minutes of free technical support. This will be in the form of advice but we cannot accept any responsibility for any problems that may arise for acting on this advice.

We provide as part of our service remote diagnostic checks on your line and modem to identify where any problem might be, and will address any found to be on our service and if elsewhere we will provide advice on what needs to be done.

Your Responsibilities

It is your responsibility to ensure you will be at your address at the time we agree to send your modem as it will have to be signed for.

In the event that there is a fault on your line that prevents the delivery of an ADSL service it will be your responsibility to contact France Telecom to have the fault repaired. If you rent your line from us we will arrange for the repair.

Tariffs

UKtelecom ADSL Price List Effective June 2009	
ADSL Subscription (degroupage partial)	€29.50/month
Modem Rental	€3.00/month or Free depending on service available
Additional Line	Free with services having line rental
Unlimited Calls to Landlines in France and the UK via VOIP	€9.99/month
Activation Fee	€25.00
Non Return of modem	€100.00
Broadband service without call service on non degroupage service	€7.50/month
Cancellation Fee	€45.00
Reactivation after line is cut	€25.00
Reactivation after suspension	€25.00
Transfer of subscription to another line (after 12 months)	€45.00

These are also shown on our web site: www.uktelecom.uk.net.

Modem Exchange

Faulty or damaged modems can be replaced either on receipt at our French

office (Option 1) or by immediate dispatch (Option 2)

Option 1: You return the modem to our offices by recorded delivery at your expense and on receipt we dispatch a replacement at no further cost.

Option 2: We immediately dispatch a replacement modem and will invoice you €45.00 (includes postage). You have to return the faulty modem to our offices within 30 days by recorded delivery at your expense. In the event that the modem is not returned we will make a charge of €100.00.

Dial-Up

Description of Service

The facility allows you to send and receive emails via the internet and to access material published on web sites. The service is considerably slower than Broadband and operates using a 56K bandwidth. You may experience difficulty opening large files and attachments to emails and this is a natural limitation of the service.

This service is connected directly to your telephone line and uses the same frequency as that for telephone calls. It will therefore prevent you making or receiving calls whilst using the service.

Service Requirements

You must provide all suitable equipment, including a computer with a suitable modem (most modern computers have this built into the original specification), and provide your own connection to the internet (a suitable email address), and pay any telephone access fees associated with the provision of the service (a telephone line).

Access to the Service

There is a monthly account management fee of €1 including tax. You can access the service at any time without restriction, on a 'Pay as You Go' basis charged by the minute at the same rate as your calls to landlines in France. There is no connection charge.

Improper Use of the Services

In the event of late payment or breach of our 'Fair Usage Policy' we reserve the right to restrict or suspend the service. This will not be done without first informing you – usually by email at the address you have provided to us.

It is generally appreciated that information available on the internet is not subject to protection and safeguards. You have the responsibility to protect your transmissions and computer data. It is not possible for UKtelecom to accept responsibility in the event that unauthorised persons or organisations obtain access to transmissions or data. Neither can UKtelecom accept responsibility resulting

from the acts of third parties using such information.

We are also required in law to suspend a service if French laws and regulations have been broken, and we may be obliged to terminate the contract. For example regulations relate to intellectual rights, sending of unsolicited emails, the protection of minors, acts that are prohibited in respect of minorities etc. This is not intended to be a comprehensive list but indicative of the type of requirements placed in individuals.

Service Accessibility

Once your service has been correctly installed it is designed to be continuously active. UKtelecom is not responsible for any malfunctions resulting from events outside of its control; however we provide free technical support in normal office hours to address all our responsibilities. In the event that we can establish that the fault lies with others we will try to give advice on who should be approached to remedy the problem. We accept no responsibility for any advice given. We shall not be liable for interruptions to our service caused by a problem with your France Telecom line. It is your responsibility to contact France Telecom to have the fault repaired. If you rent your line from us we will arrange for the fault to be repaired.

Minimum Contract Period, Continuity and Termination

There is a minimum 30 day contractual period; thereafter the service can be terminated by email or recorded delivery letter addressed to our UK offices giving 30 days notice. You may cancel your contract at any time and cancellation takes 3 working days to effect. It is important to cancel this service in good time if you wish costs from a following month to be avoided as the charges are made on a calendar month basis. We will accept instructions by email to provide and cease this service.

Tariffs

These are shown on our web site: www.uktelecom.uk.net.

Access to British TV and Radio (iPlayer etc)

Provision of the service

UKtelecom will supply on request to all our broadband customers access to British TV such as BBC's iPlayer and other channel equivalents. The quality of the service will be dependent on the speed of your broadband service.

This service will be provided free of charge for subscribers providing that their account is maintained in good order. However we reserve the right to suspend or withdraw this service at our total discretion. In such circumstances suspension or withdrawal of

the service may be immediate. You will have no claim against UKtelecom in such circumstances. Reinstatement of the service will be at the sole discretion of UKtelecom.

This service will be free of charge until further notice, but we reserve the right to withdraw or offer to continue to charge for it should market conditions change.

The free service is limited to 5 GB per month. If you use between 5 and 30 GB this we will invoice you €7.50 including tax for the month in which the limit was exceeded. If your usage is over 30 GB you will be charged €17.50 including tax for an unlimited service. This will be included in your usual monthly invoice. (Please refer to our Fair Usage Policy for more details.)

We will otherwise provide 30 days notice of our intention to suspend, change or withdraw the service, normally by notice included on your monthly invoice. In the event that the service is discontinued you will have no claim against us.

The service also allows access to other products and web sites, for example access to films that may be downloaded. Such services use considerable services and we therefore apply a policy covering fair usage. In the event that usage limit is exceeded we will invoice you for the additional use, such amounts being clearly stated in our 'Fair Usage Policy'.

By using this service you agree to be invoiced for usage above the limit set out in this policy and collection of the fee due to be included in your monthly invoice.

Acceptable Use Policy

As with our broadband service, you agree not to and not to allow others to use this service in a way that will breach any applicable laws such as copyright or other intellectual property right. This also includes the commission of any criminal offence under the Computer Misuse Act 1990 (UK) or any similar legislation in France.

You also agree not to recklessly transmit or otherwise any information that is defamatory, an invasion of privacy, nor display publicly material which is in breach of the Data Protection Act 1998 (UK) or similar legislation in France. You also agree not to use the service in a way that would infringe any rights of any kind or nature that would apply to any individual or firm or company etc.

Free Technical Support

We will provide free technical support to assist you accessing the service using the user name and password we provide. However we accept no responsibility for problems of compatibility or any related matter associated with your equipment.