

Terms & Conditions for Hotchilli's DSL Product Ranges

The following terms & conditions apply to all services in Hotchilli's DSL service ranges, as updated and revised from time to time on the Website.

These terms & conditions explain our responsibilities to you, along with your responsibilities to Hotchilli and to the other users of the service. By clicking on the "I Agree Terms & Conditions, Make Credit Card Payment" button you agree to accept these terms and conditions.

If there is anything you do not understand or have any further questions about this product, please contact our Support Line or email us at support@hotchilli.com.

Customers must be 18 years or older to register for the service.

Hotchilli reserves the right to refuse any application for service.

Hotchilli reserves the right to add to and/or amend these terms and conditions at any time. Any amendments and/or additions shall be published on our Website. We encourage you to look at this Agreement on a regular basis to ensure that you are aware of our current terms and conditions. If we do make any additions or amendments to these terms and conditions, you will be deemed to have accepted these changes if you continue to use our services unless we receive any communication from you objecting to these changes within 30 days of the date of publication on our website.

1. Definitions

ADSL - Asymmetric Digital Subscriber Line, means the technology that enables the high speed transmission of digital data on the internet over a telephone line)

Agreement - means an agreement made subject to these terms and conditions

Broadband Usage Policy - means the policy located at www.hotchilli.com/ispproducts/broadband_usagepolicy.htm

BT - means British Telecommunications plc

Carrier - means any supplier of electronic communications services to Hotchilli for the service

Customer - means any person or organisation with whom Hotchilli enters into an agreement subject to these terms and conditions

Customer Apparatus - means apparatus owned by you not forming part of the CPE but which may be connected directly or indirectly including but not limited to any microfilter/modem or router you may purchase for self installation but not including CPE.

CPE - means any equipment which is supplied by Hotchilli

DSL - means Hotchilli's ADSL and SDSL products and services

Minimum Period of Service - means the period of 12 months, beginning on the date when the Carrier enables you to receive the live service

Normal Working Hours - means the working hours of the Hotchilli Support Line service, as published on our Website from time to time

Premises - means your premises where the service is to be installed

SDSL - Symmetric Digital Subscriber Line, means the technology that enables the high speed transmission of digital data on the internet

Support Line - means the telephone support line described on the Website

Website - means Hotchilli's website, located at www.hotchilli.com

We, Us and Our - means Hotchilli

You and Your - means the Customer who orders the service

2. The Service

2.1 The service is described on the Hotchilli Website: www.hotchilli.com/ispproducts/broadband.htm

2.2 By clicking on the "I Agree Terms & Conditions, Make Credit Card Payment" button you agree to accept these terms and conditions. You agree to receive the service and pay the fees for the service for the Minimum Period of Service and thereafter until termination of the Agreement in accordance with paragraph 7.

2.3 To obtain this service you will need to supply Hotchilli with certain details that will be requested when placing your order. You must ensure that the information provided is complete and accurate. Hotchilli will comply with applicable data protection legislation in respect of it in accordance with our Privacy Statement.

2.4 You accept that it is not technically possible to provide telecommunications services that are entirely free of faults and Hotchilli does not undertake to do so. You also accept that you may not be able to receive the service due to technical restrictions. If such technical restrictions are discovered after the Agreement date, Hotchilli has the right to terminate the Agreement in accordance with paragraph 7.3.

2.5 You must have an access line that is a suitable BT analogue line which has no incompatible services on it and is connected to a suitable BT exchange at which there is appropriate capacity.

2.6 Provisioning of the service by Hotchilli is subject to distance limitation and survey by BT.

2.7 Hotchilli cannot be held responsible if you cannot or cease to be able to receive the service if you change from or do not maintain the minimum technical requirements necessary for access to the Hotchilli service, as specified on our Website at www.hotchilli.com. Hotchilli supplies the service to you on condition that you are the person or entity contracting with BT for the BT phone line associated with the service.

2.8 Hotchilli may occasionally have to interrupt the service or change the technical specification of the service for operational or planned maintenance reasons, for upgrades or because of an emergency. Hotchilli will attempt to give you as much notice as practically possible of any planned interruption of your service.

2.9 Hotchilli will correct reported faults as quickly as possible. Should you encounter a fault with the service you should report this by phoning the Support Line or if possible make a posting to Hotchilli's Total Control System. Hotchilli will investigate the fault during Normal Working Hours between Monday to Friday, excluding public holidays. You are responsible for all call charges that you incur as a result of telephone calls to the Support Line. Please note that calls to the Support Line in relation to the service are charged at the rates specified on our Website at www.hotchilli.com/support/faqs.hot.

3. Installation by the Customer

3.1 You are fully responsible for:

- (a) Connecting a suitable modem/router to the relevant port on the microfilter
- (b) Connecting a suitable microfilter to the Carrier's master socket and any extension sockets at your premises.
- (c) Hotchilli accepts no liability whatsoever for any loss you or any third party may suffer as a result of your installation of the service, including but not limited to loss caused by your installation of any Customer Apparatus or CPE.

If Hotchilli supplies you with CPE it comes "as is" with no warranty as to its fitness for purpose or otherwise. Hotchilli will use reasonable endeavours to assist with reasonable queries you may have in respect of initial installation of the service. However, to the extent that such queries relate to any problems which, following an initial diagnosis, may be out of Hotchilli's control or ability to remedy, (including but not limited to Customer Apparatus or CPE) Hotchilli does not guarantee that it shall be able to help resolve any such difficulties. Such limited support shall be provided to you by telephone or email.

3.3 If you purchase a modem/router from Hotchilli we will arrange for it to be delivered to your premises. While Hotchilli will attempt to deliver the modem/router to you within such timescales as may have been advised to you verbally, Hotchilli does not guarantee that such timescales will be achieved.

3.4 You should notify Hotchilli of any fault with the modem/router by contacting Hotchilli by telephoning or emailing the Support Line. A diagnosis will then be carried out, and if it is determined that the hardware is at fault, and the hardware is still covered by warranty, Hotchilli will arrange for a replacement modem/router to be sent to your premises.

3.5 Hotchilli accepts no liability whatsoever for any loss you or any third party may suffer a result of your misuse or accidental damage you cause to the modem/router.

4. Customer Apparatus

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

4.2 You shall ensure that all Customer Apparatus complies with any applicable law. You shall immediately disconnect any Customer Apparatus if such apparatus does not, or ceases to conform to any applicable standard (if any) for the time being in force.

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

4.4 Hotchilli accepts no liability whatsoever for any loss you may suffer as a result of your use or misuse of the Customers Apparatus or as a result of any faults in your Customer Apparatus.

5. Use of the Service 5.1 You are solely responsible with respect to the accuracy, reliability, availability and performance of resources and / or content accessed through the internet (including but not limited to, any and all

financial and other transactions of any kind entered into by you or any user of the service with any third party), which in all cases you accept are at your own risk and, in any event, beyond Hotchilli's control.

5.2 You will comply with (and ensure that all users of the service provided to you comply with):

- (a) all relevant legislation, licences and regulations (including, but not limited to, legislation and regulations relating to e-commerce and consumers) and mandatory instructions or guidelines issued by regulatory authorities;
- (b) any codes of practice relevant to use of service;
- (c) any internet standards that are accepted and adopted by the internet industry where failure to comply with such standards would adversely affect the provision of the service;
- (d) our Broadband Usage Policy located at www.hotchilli.com/ispproducts/broadband_usagepolicy.htm; and
- (e) any reasonable instructions that we may give from time to time.

5.3 You shall not use, nor allow any other(s) to use, the service to:

- (a) store, send, knowingly receive, upload, download or distribute any material that is unsolicited, defamatory, offensive, abusive, obscene, pornographic or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (b) violate or infringe any rights of, or cause unwarranted or needless inconvenience, annoyance or anxiety to, any other person;
- (c) breach any laws, legislation, regulations, codes, standards or content requirements of any relevant body or authority;
- (d) obtain unauthorised access to any information, network or telecommunications system(s);
- (e) compromise the security or integrity of any network or telecommunications system(s), including without limitation any part of our network or telecommunications systems;
- (f) place any viruses or other similar computer programs onto the service or the internet;
- (g) store, distribute or reproduce commercial software or reproduce a third party's software or material without the permission of that third party and/or the relevant rights holder(s);
- (h) for any improper, fraudulent or otherwise unlawful purpose; or
- (i) to spam or to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party. You agree to take all reasonable steps to make sure that this does not happen.

5.4 Hotchilli shall investigate any suspected or alleged breach of this Agreement and in doing so we will act reasonably and fairly at all times. If in our reasonable opinion you use the service in any way that is or is likely to be detrimental to the provision of service to you or any other of our customers then you will take such corrective and immediate action as we may require. If, in our reasonable opinion, you fail to take such corrective action within a period of 3 (three) days of our demand, we shall be entitled to suspend the service without notice.

5.5 In all circumstances, you will indemnify us against any claims, actions or legal proceedings (including reasonable related costs and expenses, legal or otherwise) which are brought or threatened against us by a third party because the service has been used or is being used in breach of paragraphs 5.1 to 5.4.

6. Fees

6.1 Hotchilli will provide you with the service for the fees that were set out on the webpage www.hotchilli.com/connectivity/broadband.htm at the time of purchase, subject to paragraph 6.5 of this Agreement.

6.2 All Hotchilli ADSL and SDSL services come with a Minimum Period of Service of (12) twelve months. By purchasing Hotchilli ADSL or SDSL you are agreeing to pay Hotchilli a set up fee and at least 12 (twelve) months subscription charges as described on the webpage www.hotchilli.com/connectivity/broadband.htm

6.3 All payments shall be due to Hotchilli net on presentation of the invoice unless otherwise specified on the invoice at Hotchilli's main office or at such other address as may from time to time be specified by Hotchilli on this Website. Once the Minimum Period of Service has expired, all usage charges shall be payable in full in respect of the month in which the notice to terminate the Agreement expires.

6.4 Interest payable on demand whether before or after judgment shall accrue from day to day on overdue amounts at the rate of 4% above the Bank of England base rate + VAT if applicable.

6.5 Hotchilli reserves the right to vary the fees at any time upon thirty (30) days notice, such notice to be posted on our Website.

7. Cancellation and Termination

7.1 If you are an individual and do not wish to use the service for business purposes, you may cancel this Agreement or any part of it before the date of install and connection to our service or seven (7) working days after the conclusion of this Agreement (whichever is the earlier). You must tell us in writing and pay for the return of, in an "as new" condition and in the original packaging, the CPE and any additional items supplied by us to you. If you do not return the CPE and any other items we have supplied to you in an "as new" condition before the date of install, we will not refund any payment that you have made in respect thereof. After the start of the provision of the service, the cancellation provisions set out by the Consumer Protection (Distance Selling) Regulations 2000 will not apply to the service.

7.2 You may terminate this Agreement to take effect after the Minimum Period of Service by giving Hotchilli not less than thirty (30) days written notice. If you wish to end this Agreement before the end of the Minimum Period of Service or due to any breach of the Agreement that causes your line to cease, Hotchilli will be entitled to charge you the fees which would have been made payable by you for the balance of the Minimum Period of Service. If you

move from your premises, Hotchilli shall be entitled to charge you fees which would have been payable by you for the balance of the Minimum Period of Service at the premises. If you wish to receive the service at a new location you will be required to start a new contract for service at your new premises.

7.3 You agree to pay Hotchilli a Cease Charge Fee of £40.00 + VAT if: (a) you terminate the service; (b) you move to another Internet service provider without requesting and using a Migration Authority Code (MAC); or (c) you move house/office.

7.3 Hotchilli may end this Agreement if:

(a) The Carrier supporting the service ceases to do so for whatever reason or materially changes the terms of its provision of electronic communications services to Hotchilli for the service beyond the reasonable control of Hotchilli;

(b) You fail to comply with any of the material terms & conditions of this agreement;

(c) It transpires following the Agreement date that, for any reason out of the control of Hotchilli, the services will not be able to be provided to you. In the event of termination in accordance with this sub-paragraph (c) Hotchilli shall repay to you any fees which you have paid in advance for the services.

7.4 Your right to use the service shall immediately terminate when this Agreement comes to an end.

7.5 If you choose to cancel the Agreement after the order has been submitted by yourself and before the date of install, the fees for the Minimum Period of Service could be due. It is recommended that you speak to the Hotchilli Support Team or e-mail them directly for confirmation of any fees that will be due.

8. Limitation on Liability

Hotchilli shall not be liable for:

(a) Any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);

(b) Any loss of goodwill or reputation;

(c) Any loss suffered due to changes to the BT exchange line or any other Carrier line or communications equipment resulting in termination or suspension of the service; or

(d) Any special, indirect or consequential losses or any destruction, loss or corruption of data, in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by that party arising out of or in connection with the provision of, or any matter under this Agreement.

9. Indemnity

You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from a breach in these conditions by you and any transmission or receipt of any content or message which you have requested or made using this service.

10. Personal Details and Privacy

10.1 We will process your personal data in accordance with our Privacy Statement.

10.2 It is your responsibility to keep us advised of any changes to your personal data, including any change of name or address.

11. Breach of Conditions

11.1 We shall investigate any suspected or alleged breach of this Agreement. We reserve the right to take any action we deem reasonably appropriate and proportionate to the breach of the Agreement.

11.2 If we decide that you have breached the Agreement, we will use reasonable endeavours to give you notice of our intention to suspend or end the service. If you fail to remedy the breach or we are unable to contact you we reserve the right to suspend or end the service. If we decide the breach is of a serious nature, this may include jeopardising or compromising the security or integrity of our network and serious breach of our Broadband Usage Policy, we reserve the right to suspend the service with immediate effect without giving notice whilst details of the breach are investigated further.

12. Amendment of These Conditions

All references in these terms and conditions to any law or statement of Hotchilli policy means the latest current policies of law in force (as amended, extended, consolidated, or re-enacted from time to time).

13. Expenses

The Customer shall pay to Hotchilli all costs and expenses (including all legal fees based on an indemnity basis) incurred by the Company in enforcing any of the terms and conditions of this Agreement, or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the Customer in the event that legal processes cannot be enforced at the address last notified to Hotchilli.

14. Third Party Rights

This Agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 that are enforceable by any person or legal entity that is not a party to this Agreement.

15. Enforceability

If any provision of this Agreement is held to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the other provisions of this Agreement will not be affected and shall remain in full force and effect.

16. Waiver

16.1 Hotchilli shall not be considered to have waived any rights under this Agreement due to any failure or delay in exercising such rights.

16.2 The allowance of time to pay or any other indulgence by Hotchilli in respect of payments due to it from the Customer shall not affect or prejudice Hotchilli's right to payment together with interest provided under these terms and conditions.

17. Force Majeure

Hotchilli will not be liable to the Customer for any breach of these terms and conditions (including failure to deliver the service), where such failure or breach is due to a reason outside the reasonable control of Hotchilli, including, without limitation, any delays or failure, whether in delivering the service timely or otherwise, caused by a third party (including any of Hotchilli's suppliers or Carrier)

18. Notices

18.1 Notices under this Agreement, whether required to be in writing or otherwise, may be given to you by us by post, personal service, e-mail or SMS message to any address, email address or telephone number you have provided to us for the purpose of communicating with you.

18.2 You must send notices to us by post to, or personal service at, our registered office address.

19. Transfer of Rights

You may not assign, novate, sub-contract or transfer any of your rights or obligations under this Agreement. We may assign, novate or transfer our rights, liabilities and/ or obligations to any third party from time to time without your consent.

20. Entire Agreement

This Agreement represents the entire Agreement between you and us in respect the service and supersedes all previous agreements.

21. Law and Arbitration

This Agreement is subject to the laws of England under the jurisdiction of the Courts of England and any alteration to part of the Agreement shall not invalidate the remainder. This Agreement incorporates the provisions for arbitration if any are available under any Code of Practice (as amended from time to time) issued by the Carrier under the provision of its licence. Copyright © 2007 Hotchilli Internet. All rights reserved all trademarks recognised Registered in England and Wales. Registration number: 3428835. VAT Number: 700405691. Registered office: 24 Chiswell Street, London, EC1 4TY.