

In force before 31 October 2007

Global Internet Terms of Use for BullGuard PC Security

BullGuard is designed to protect your PC, from hackers, viruses and lets you backup important files securely online. (the "Service").

1. The Service is provided to you subject to you completing the registration process and accepting BullGuard's End User Licence Agreement and the following Terms of Use for the Service.

2. You can sign up for the service online at <http://www.globalnet.co.uk>. When you have done so, this contract (as set out in these terms and conditions) starts.

Once the service has been activated with your agreement and is available for you to use, you will lose your right to cancel under the Consumer Protection (Distance Selling) Regulations 2000 and you can only end this contract as set out in paragraph 7.

3. The Service is billed to you by Global Internet. You will pay us the applicable monthly or annual charges for the BullGuard Service to which you subscribed, as set out on the Website or as otherwise notified by us to you (the Fees). We reserve the right to change the Fees at any time on giving you not less than 28 days' notice. The changed fees will apply on expiry of this 28 day period unless you tell us in the meantime that you want to terminate this Agreement.

4. We will bill you each month (or annually where applicable) in advance for the Fees applicable. For customers choosing to pay by credit/debit card, we will seek payment through your credit/debit card 7 days before the day on which the Fees are payable. If any instruction for such payment is not confirmed by the credit/debit card issuer by no later than 5 days prior to the start of the relevant calendar month, we may suspend the provision of the BullGuard Service to you immediately without notice. For customers choosing to pay by Direct Debit, we will seek payment from your bank or building society on or after the day on which the Fees are payable. If any instruction for such payment is not confirmed by your bank/building society by the day on which the Fees are payable, we may suspend the provision of the Services to you immediately without notice.

4.1 If we suffer a chargeback (being a debit from our bank account or repayment by us as a result of a credit card transaction dispute procedure initiated by you) of any Fees (or part of them) paid by you to us, you will immediately repay us for the charged back sum and we may:

(a) immediately without notice suspend the provision of the BullGuard Service to you; and/or

(b) charge interest on the charged back sum at a rate of 4% above the base rate of HSBC Bank plc until the sum is repaid to us.

5. Use of the software is at your own risk and in accordance with the End User Licence Agreement. Use of the software is subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the software.

6. We will not be liable either in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss nor for any damage or destruction of data (however arising) arising from the use of or inability to use the Services or from any action or omission taken as a result of using the Services. Notwithstanding any other provision of these Terms and Conditions we do not exclude or limit any liability in respect of death or personal injury resulting from our negligence

6.1 Our aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of the Services for each 6 month period (the first such period starting on the Commencement Date) shall be limited to the amount of the Fees paid by you in respect of that 6 month period

7. You may terminate your agreement with us at any time by giving us at least 7 days notice in writing or by calling our Customer Services team; such notice not to expire before the end of the Minimum Period (monthly or annually). Termination of the agreement will become effective at the end of the then current payment period provided that we have received your notice of termination at least seven days before the end of that payment period.

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8. Global Internet reserves the right to withdraw, suspend and terminate the Service at anytime without cause on giving 14 days notice by email or such other durable medium as Global Internet considers appropriate.

9. You hereby acknowledge that the Service provided to you is operated by BullGuard. Global Internet gives no representation or warranty that the Service will be error-free or free from interruption or failure or that it is compatible with any particular hardware or software

10. Use of Data – The personal data that you provide during registration for the Service may be used by Global Internet subject to [Global Internet Privacy](#). By accepting the these terms of use you hereby consent to Global Internet using your personal data to contact you by post, phone and electronic mail about: functionality changes to the Service; for billing and administrative purposes in connection with the Service; changes to terms of use; and advise you regarding the use of the Service or any service which may substitute, enhance or replace it.

11. Global Internet reserves the right to vary the terms of this agreement or the nature of the Service at any time and Global Internet will inform you of such changes through email, newsletter or such other medium as Global Internet considers appropriate.

12. This product is only compatible with the following Operating Systems: Microsoft Windows 2000 and Windows XP. (NOT COMPATIBLE WITH WINDOWS 95 / 98 / 98SE / ME or APPLE MAC COMPUTERS). It is the customer's responsibility to ensure that their computer is compatible prior to signing up for the service, as no refund or early termination to contract can be granted.