

In force before 31 October 2007

Dial Terms and Conditions

If there are any Terms and Conditions you do not understand, please contact Customer Services using the contact details set out on the Website at <http://www.globalnet.co.uk/contact.asp>. Calls to Customer Services may be monitored and recorded for training and quality assurance purposes.

1. Start of this Agreement

1.1 This Agreement will commence on the Commencement Date and will continue for 12 months ("the Minimum Period") and thereafter will continue, unless and until terminated by you or us in accordance with paragraph 10 below.

2. Registration Information

2.1 To register for the Services , you must be at least 18 years of age and resident in the UK .

2.2 You warrant that all information provided to us, including in the online registration form, is absolutely true, complete and accurate. If any facts or information provided to us become inaccurate then you will tell us immediately of the changes.

2.3 You confirm that there are no facts or circumstances which have not been disclosed to us which would affect our decision to provide the Services to you.

3. Our Provision of the Services

3.1 We will provide the Services to you subject to these Terms and Conditions. Whilst we will use our reasonable endeavours to begin providing the Services on any date agreed with you, we will not be liable for any failure to meet such date.

3.2 To use the Services you will need a telephone line and a personal computer and software of a minimum specification as we notify to you. You may only access the Services by using a designated telephone number that we may change from time to time on reasonable notice.

3.3 We use Calling Line Identification (CLI) to maintain the security of our network. You must ensure that the CLI function is operational when you access and during your use, of the Services ; otherwise we may restrict or stop access to the Services.

3.4 You will provide the computer system, software and telephone connection necessary to enable you to access the Services and you will be responsible for ensuring that they are compatible with the Services . You are also responsible for the provision of, and payment for, telecommunications services necessary to access and use the Services.

3.5 We may provide you with certain software to enable you to use the Services . Unless permitted by law, you must not modify or copy this software or use it for any purpose other than to access the Services in accordance with this Agreement.

3.6 We may suspend the Services temporarily without notice in an emergency or in order to improve, maintain or repair the Services or our network or for other operational reasons. We will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum.

3.7 We cannot guarantee that the Services will be uninterrupted or error free. Similarly, we cannot guarantee that you will be able to access the Internet at all times or at the speed that we have indicated is generally available or that the transmission of information over the Internet will be secure. If a fault occurs, you should report it by phone, e-mail or in writing to our Technical Support Services using the current contact details set out on the Website at <http://www.globalnet.co.uk/contact.asp> and we will try to rectify the fault.

3.8 We do not guarantee a minimum rate of bandwidth availability to your personal Web space.

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3.9 The Service will only support 64k single channel ISDN connections and is not enabled to support 128k dual channel connections.

3.10 You may only access the Anytime product from one designated BT telephone number. You may change this number up to once a week using the secure 'My Account' area of the website.

3.11 You acknowledge that we will not be responsible for any sites, goods or services offered or made available on the Internet provided by third parties nor for any computer viruses, cookies or anything similar transmitted to you via the Services by third party sites or otherwise through the provision of the Services.

3.12 We will not be responsible for the content of newsgroup or chat areas, whether moderated by us or not. By entering these areas, you accept this and agree to waive any claims against us for any distress, injury, loss, liability, damage and expense arising from or in connection with your use of these areas and their contents. You will also indemnify us against any claims arising from your use of the areas or any content of the areas which you post or create.

3.13 We do not monitor the Services . However, we reserve the right to do so and to review the contents of any communication sent or received using the Services , and to review the contents of any material accessed whilst using the Services . We reserve the right at all times to disclose any information or materials we deem necessary in connection with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at our sole discretion.

4. Your Use of The Services

4.1 The Services and any software provided as part of the Services (with the exception of additional mailboxes) are provided solely for your own use and you may not resell, transfer, assign or sub-license the Services (or any part of the Services) to any other person.

4.2 You must not use the Services in any way that would, in our reasonable opinion, materially affect the quality of any telecommunications services, including the Services provided to you or to any of our other customers. You must, in particular, ensure that any machines or personal computers used by you to access the Services do not have an adverse effect on our systems or those of our suppliers or otherwise on network traffic. You must use the Services in a manner consistent with all applicable laws and regulations which may apply to your use of the Services.

4.3 You must ensure that any computers, systems or networks that utilise the Services are configured in such a way that does not give a third party the capability to use the Services in an illegal or inappropriate manner. You should run a firewall and up-to-date anti-virus software, and ensure that your operating system is kept fully up to date with the latest security patches.

4.4 You must not use the Services in any way that would, in our reasonable opinion, materially affect the use of or access to the Internet of any other person. This includes, but is not limited to, "denial of service" (DOS) and "distributed denial of service" (DDOS) attacks against another network or individual user. DOS attacks will result in immediate termination of the Services.

4.5 Any attempt, whether successful or not, to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner will lead to immediate termination of the Services and possibly to prosecution. This applies to port scanning, vulnerability probes and intentional distribution of "trojan horse" programs, viruses and worms, as well as making use of systems compromised by third parties.

4.6 Use of the Services to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. We have a zero-tolerance policy for spam. Spamming will result in immediate termination of the Services.

4.7 Intentional distribution of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. This will result in immediate termination of the Services.

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4.8 Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information may result in termination of the Services.

4.9 You must not use the Services:

- (a) in any way that does not comply with any licences applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect or;
- (b) in connection with the carrying out of a fraud or criminal offence;
- (c) to disseminate or otherwise distribute, knowingly receive, upload, download, use or re-use, any information or material which is inappropriate, profane, abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights;
- (d) in any way which infringes any third party's intellectual property rights;
- (e) in a way that does not comply with our specific instructions.

4.10 We may require you to change your e-mail address and/or website address and we may suspend the Services if we reasonably believe that any URL or e-mail address you are using is likely to be offensive, abusive, defamatory or obscene or in breach of paragraph 4.9 and you will be responsible for any losses, expenses or other costs incurred by us that are caused by your breach of paragraphs 4.1 to 4.9.

4.11 If you have subscribed to the Anytime Service, you acknowledge that this product is not intended to be available on an "always on" basis and we reserve the right to suspend your access if usage of your Anytime account exceeds 200 hours in total in any calendar month.

4.12 Access to the Anytime Service is also subject to our network traffic management controls. We also reserve the right to disconnect you from the Internet after 2 hours continuous use and/or 10 minutes of inactivity. As a consequence, the Service may not be suitable for downloading files, which require continuous connection in excess of these times.

4.13 If you are a Pay As You Go user, you must connect to the Internet using the published dial-up number and your given username and password at least once in each period of 35 days. If you fail to do so, we will suspend access to your e-mail account and personal Web space from outside our network. You will then only be able to access your e-mail account and personal Web space by connecting to the Internet using the published dial-up number and your given username and password. If you fail to connect to the Internet using the published dial-up number and your given username and password at least once in each period of 65 days, we reserve the right to suspend delivery of e-mail to your account, remove the contents of your mailbox and your personal web space and terminate access to the Services without notice.

4.14 The personal Web space provided with your account is limited to 1,000 hits per account per day. If the usage of your space is in excess of the limit we will suspend access to the Web space. We will contact you to request that you take measures to reduce the usage. Continued excessive use of our Web server resources may result in suspension or termination of the account. A hit means an image or html page downloaded at the request of an Internet user. Multiple graphical images on one Web page are deemed to be multiple hits.

4.15 The maximum size of a mailbox is 50MB or 2000 e-mails, whichever is reached first. If a mailbox reaches these thresholds, mail sent to that mailbox will bounce.

5. Additional mailboxes

5.1 You can create two additional password protected mailboxes when you have registered a free domain name, in the form alias@freedomain.co.uk. You can administer these mailboxes (delete, rename, forward, change passwords) using the My Account self-administration tool accessible from the Website. You may purchase further additional mailboxes at the rate advertised on the Website.

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5.2 You may contact the support centre for help and advice about additional mailboxes. We will not be able to provide support to any user of an additional mailbox that is not the main account holder.

5.3 If your domain name is not active for any reason (e.g. it has been suspended, de-tagged or transferred to another host) any additional mailboxes you have set up will not function.

5.4 The maximum size of an additional mailbox is 20MB or 800 e-mails, whichever is reached first. If a mailbox reaches these thresholds, mail sent to that mailbox will bounce.

5.5 Usage of additional mailboxes is subject to these terms and conditions. You should ensure that any person using additional mailboxes on your account complies with these terms and conditions. You will be held responsible for any breach of these terms and conditions.

5.6 You may opt to forward mail sent to an additional mailbox address to another e-mail address of your choice. Once forwarding has been enabled the mailbox account can not be accessed to send or receive e-mail.

5.7 The contents of any additional mailbox that is not accessed for a period of 6 months may be deleted.

6. Payment

6.1 You will pay us the applicable charges for the Services 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.

6.2 Subject to paragraph 5.3 below: (a) we will bill you in advance of each billing period for the Fees applicable to that product. 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. 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 the credit/debit card issuer or 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. (b) if you subscribe to the Global Dial product, you will also be charged by your telecommunications provider and the charges will appear on your telephone bill.

6.3 You accept that: (a) any use of the Service by any person accessing your account is deemed to be authorised by you; and (b) we will bill you for, and you are responsible for payment of, any Fees arising from any such use unless, you have given us notice, at the first possible opportunity upon becoming aware of such use that someone is using the Services without your permission. In this case we may suspend the Services.

6.4 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 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 Services 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.

6.5 You may be required to pay a re-connection charge at our rates in force at that time if you wish the Services to be re-connected following a suspension of the Services resulting from paragraphs 5.2(a) and/or 5.4(a).

7. Security and Confidentiality

7.1 In order to enable you to use the Services, we will provide you with Security Details. You will be responsible for maintaining the confidentiality and security of the Security Details. Where the Security Details include a password that may be changed by you, you will change the password at frequent and regular intervals.

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7.2 You will immediately notify us if any of the Security Details: (a) have been disclosed to an unauthorised person or are or may be used in an unauthorised way (or if you suspect, or have reason to suspect that this may occur or have occurred); and/or (b) have been lost or stolen.

7.3 We may suspend your Security Details if at any time we think that there is, or is likely to be, a breach of security and require you to change any password.

7.4 You will be responsible for all actions undertaken by anyone else using the Security Details until you have given notice to us at the first possible opportunity upon becoming aware of the events listed in paragraphs 5.2(a) or 5.2(b) above as the case may be, and you will fully indemnify us from all claims, actions, costs or losses resulting from such actions.

7.5 You accept that the Services, like other Internet applications, are not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

7.6 You agree to keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement and will only use such information in order to receive the Services.

8. Personal Data

8.1 We will comply with our obligations under the Data Protection Act 1998 and any other applicable data protection legislation.

8.2 By registering for the Services you consent to our using and/or disclosing your personal information for certain administrative and credit-checking purposes. This may involve disclosing your personal information to third parties, but only to the extent necessary to provide and operate the Services.

8.3 We may collect information about your tastes and preferences based on your use of the Services. The collection of this information may include the analysis of website traffic, including the use of cookies. We may use this information to inform you about new services, competitions or offers offered by us or carefully chosen third parties. If you do not wish to receive such details, you may be removed from our mailing list by going to <http://unsubscribe.globalnet.co.uk>

8.4 From time to time we will compile aggregate statistics about the Services and may share them with reputable third parties. These statistics will not contain information that would enable any third party to identify you personally.

8.5 Except as set above or as required by law, we will only use your personal information in accordance with our privacy policy (the "Privacy Policy"). A copy of our Privacy Policy can be viewed online at <http://www.globalnet.co.uk/privacy-policy.asp>.

9. Limitation of Liability

9.1 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.

9.2 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.

9.3 The information on the Website is updated from time to time. However, we exclude any warranties, conditions or terms (whether express, implied, statutory or otherwise), as to the quality, accuracy, efficacy,

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completeness, performance, fitness for a particular purpose of the Services or any of the contents of the Website.

9.4 You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under these Terms and Conditions.

9.5 We will not be liable to you for any breach of any of our obligations under this Agreement where the breach is caused by a 'force majeure' event which term shall include, but is not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

10. Termination and Suspension

10.1 Subject to paragraph 10.2 you have the right under the Distance Selling Regulations 2000 to give notice to cancel this Agreement within 7 working days of the Commencement Date.

10.2 If you use the Services before the expiry of the cancellation period in paragraph 10.1, you agree that you will not have the right to cancel this Agreement under paragraph 10.1.

10.3 We may terminate this Agreement immediately if: (a) we are directed by any competent authority to cease the provision of the Services or any part of them; (b) you are in breach of any of these Terms and Conditions; (c) any licensed operator supporting the Services ceases to do so for whatever reason or changes the terms of its provision of telecommunications services beyond our reasonable control.

10.4 In addition to clause 10.3, we may also terminate this agreement at any time by giving you at least 7 days notice in writing.

10.5 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. 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.

11. General

11.1 All intellectual property rights in or relating to the Services are the property of, or have been licensed to, us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and in order to receive the Services. You will not use or allow anyone else to use any of our name, logo, trade mark or other intellectual property rights or that of any licensed operator involved in providing the Services without our prior written consent.

11.2 We may change the Terms and Conditions at any time by notice on the Website or email prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of the Services. Changes to Fees are covered by paragraph 6.1

11.3 Notwithstanding any other rights that we may have in these Terms and Conditions, we reserve the right at any time (notwithstanding prior acceptance) to suspend, cancel, refuse to supply or terminate the provision of the Services without notice, and we shall not be liable for any loss suffered as a result of such suspension, cancellation, refusal or termination. If, at the time we exercise our rights under this paragraph 9.3, you have paid us any fees in advance, we will reimburse you pro rata for the proportion of these fees that relate to the period after this date.

11.4 This Agreement constitutes the entire agreement between you and us in relation to the provision of the Services and supersedes representations, communications and prior agreements (whether oral or written) related to the subject matter other than fraudulent misrepresentation for which the remedies available shall be all those available under the law.

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11.5 We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement without giving you any notice. You may not assign, sub-contract, sell or transfer your rights or obligations under this Agreement.

11.6 Any notice or communication required to be sent pursuant to these Terms and Conditions should be sent to us at Global Internet, 9-10 Grafton Street , London , W1S 4EN or to you at the address indicated in the online registration form.

11.7 No waiver by us of any breach of these Terms and Conditions will be considered as a waiver of any subsequent breach of the same or any other provision.

11.8 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question, will not be affected.

11.9 Except as expressly stated in these Terms and Conditions, no person who is not a party to this Agreement will derive any benefit from it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.10 This Agreement will be governed and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English Courts.

12. Definitions

The following terms will have the following meanings:

"Agreement" means the agreement between you and us for the provision of the Services , comprising these Terms and Conditions and the Privacy Policy;

"Commencement Date" means the date on which the Services are first provided to you or the day on which we notify you that we agree to provide you the Services , whichever happens first;

"Security Details" means any and all usernames, passwords, keys, electronic signatures and any other devices or information in whatever form and on whatever media supplied to allow you to access the Services;

"Services" means the Anytime or Dial services described in your online registration form through which you may gain access to the Internet via a telecommunications network together with the services and facilities provided by us in connection with such Internet access service, which may include the provision of an e-mail account, personal Web space, etc as described on the Website on the date you register;

"We, Us and Our" means Brightview Internet Services Limited (no.4334320) having its registered office at 9-10 Grafton Street, London W1S 4EN;

"Website" means our Internet site which can be found at <http://www.globalnet.co.uk>;

"You, Your" means the person, company or organisation whose details are included on the registration form.