



Connexin Wireless Home Broadband
Terms and Conditions

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HOW INFORMATION WE HOLD ABOUT YOU CAN BE USED

Please take time to read the Connexin Privacy Notice available at www.connexin.co.uk which applies to the use of your personal and other information by Connexin Limited.

NEXT STEPS

Please take a few minutes to read carefully the terms and conditions set out below for the products and services you have ordered from.

By using your chosen Connexin services you are agreeing to the terms and conditions set out below that relate to those services including any changes to them or the services in accordance with these terms and conditions.

IMPORTANT TERMS OF YOUR CONNEXIN WIRELESS HOME BROADBAND CONTRACT

First, please take a few minutes to read the following important terms. Further terms and conditions are set out later in this Contract which you should also read carefully.

- If you are also a Connexin Voice customer and your Connexin Wireless Broadband Contract ends or your broadband is suspended, your Connexin Voice service may automatically end/be suspended too (Condition 1(c)).
- **Your subscription for your chosen Connexin Wireless Broadband product has a minimum term which starts on the date your radio is first activated to receive Connexin Wireless Broadband (the “Minimum Term”).** The length of the Minimum Term is as agreed when you ordered your Connexin Wireless Broadband Product and will be confirmed by us in writing on or shortly after you have placed your order. You must keep the Connexin Wireless Broadband Product you have chosen for the duration of the Minimum Term, unless you or we are allowed to end this contract earlier (Condition 11). If your Contract ends during the Minimum Term (other than where you have a right to end it without incurring early termination charges – see Condition 11(b)) we may charge you an early termination charge. Unless you tell us otherwise, we may charge this amount directly to any credit or debit card which you have provided us with details of and, by entering into this Contract, you are authorising us to do so. We will give you reasonable notice in writing before these charges are made. For further information about these charges, please refer to Condition 11 (titled ‘How long your Contract lasts’).
- Your use of Connexin Wireless Broadband, and that of those you allow to use Connexin Wireless Broadband, must comply with our Usage Policies. If your chosen Product has a Usage Cap then you must not go over that Usage Cap each month otherwise we may take action against you. This may include charging for the additional usage, suspending your service or upgrading your Product to one with a higher Usage Cap if you go over your Usage Cap twice in any six-month period. You will then have to pay the then current price for that Product. Please see our Usage Policies for further details. You are responsible under this Contract for the use of Connexin Wireless Broadband by any person you allow to use it (Condition 2(c) and Usage Policies).
- Connexin Wireless Broadband is variable and our prices and Products can change, even during your Minimum Term. However, if we increase the price of your chosen Product and you are materially disadvantaged by this you will have a right to move to another Product accessible by you or end this Contract. Unless we increase it for any of the reasons set out in Condition 6(c), you can also end the Contract during your Minimum Term if we increase your Connexin Wireless Broadband Payment. If

you wish to end this Contract for these reasons, then you need to let us know within 30 days of notice of the change (Conditions 7, 11(c) and 11(d)). Your right to cancel does not apply to you if, in line with our Usage Policies, your Product is upgraded to one with a higher Usage Cap.

- Your Connexin Wireless Broadband does not require you to have a phone line to receive service. However, should you want to keep your existing landline number you can port your number to Connexin (subject to Connexin having a porting agreement with your existing provider). An upfront porting fee will apply as well as any monthly charges associated with taking out a Connexin Voice Package.
- If after we port your phone number to Connexin, you decide to cancel or switch your Connexin Wireless Broadband service to another provider, your Connexin Voice services may automatically be cancelled at the same time. If you want to keep your phone number, you will need to port this to another provider prior to cancellation.
- If you take Connexin Wireless Broadband and have an engineer installation or choose to have an engineer install your Wireless Router, we will confirm the charge (if any) for your appointment when you place your order. Connexin will not install Connexin Wireless Broadband services where extensive construction over and above standard needs is required. Please refer to the installation terms and conditions set out at the end of this Contract.
- Connexin recommends that you ensure all your devices that connect to the internet are protected by appropriate up to date antivirus software and firewall at all times.
- If you have taken a static IP address and your Connexin Broadband is disconnected, suspended or terminated for any reason, your IP address may be reassigned to Connexin or another Connexin customer. Your old static IP address will not be available to you again if your service is reactivated or you subsequently return to Connexin Broadband.
- If you take up a special offer, this Contract will be varied to take account of the offer terms and conditions.

Calling Connexin

Calls to and from Connexin Customer Services may be recorded or monitored for training and other purposes. If you wish to discuss your Connexin Broadband account or experience problems using Connexin Broadband, you should contact Connexin Customer Services on the number shown on the website www.connexin.co.uk.

CONNEXIN WIRELESS BROADBAND SUBSCRIPTION CONTRACT:

These are the terms and conditions ("Conditions") on which Connexin Wireless Broadband Internet Access ("Connexin Broadband") will be provided to you. Further terms and conditions are set out in the Connexin Wireless Broadband Usage Policies ("**Usage Policies**"). Together they make up your Connexin Wireless Broadband subscription contract ("**Contract**").

Please note: Additional features, content, services and applications may be available for Connexin Wireless Broadband subscribers on, or via a link from, www.connexin.co.uk ("Connexin Broadband Extras"). These are not covered by this Contract.

This Contract is between you and Connexin Limited ("Connexin"), which will be responsible for providing you with wireless broadband internet access and where applicable, your Connexin Wireless Router ("Wireless Router"). If you take Connexin Wireless Broadband and require an installation an authorised contractor may provide installation services on Connexin's behalf. References below to "we" or "us" shall be read as references to Connexin. You can contact us at Connexin Limited, St Johns Innovation Centre, Cowley Road, Cambridge, CB4 0WS.

1. Connexin Wireless Broadband and who can get it

(a) We offer a number of broadband subscription products ("**Products**"). Full details of the Products available from time to time are set out on the Connexin website at www.connexin.co.uk.

(b) Availability of Products will vary depending upon your location.

(c) To take Connexin Wireless Broadband you must be 18 years old or over and your home must be in an area of the UK where Connexin Wireless Broadband is accessible. If you are a Connexin Voice customer and your Connexin Wireless Broadband is suspended or ends under the terms of your Connexin Wireless Broadband Contract for any reason (other than where we are at fault), we may also suspend or end (as applicable) the provision of Connexin Voice on giving you notice in writing.

(d) Connexin Wireless Broadband will be provided to you at the address of your home in the UK that you notify to us from time to time ("Address"). You can only have one Connexin Wireless Broadband subscription at your Address unless otherwise agreed in writing.

(e) In order to use Connexin Wireless Broadband:

(i) Your computer must meet the required specification given from time to time via our support documentation available on our website www.connexin.co.uk.

2. Using Connexin Wireless Broadband

(a) Connexin Wireless Broadband is for private use by you and members of your household only. It must not be used for any activities not reasonably expected of someone using Connexin Wireless Broadband for domestic purposes.

(b) You will be registered as the primary user but you can nominate additional users provided they are members of your household and they consent. Any additional user must also provide a user name and password, which must be different to yours.

(c) You are responsible for the security and proper use of your username and password and you must not disclose either. You are also responsible for the security and proper use of each additional user's username and password. You are also responsible for all activities that occur under these usernames and passwords. If you know or suspect that your username or password or any username or password of your additional users has been compromised, or you suspect or become aware of any other breach of security, you must tell us immediately. In these circumstances, you must also ensure that any such username or password is changed as soon as possible.

(d) If we believe that there has been, or is likely to be, a breach of security of your username or password or of the username or password of any of your additional users, we may suspend such usernames and passwords and require that any or all of them are changed.

(e) You and any additional user must not use any logos or trade marks of Connexin in any way which could damage or undermine the owner's reputation.

(f) We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of Connexin Wireless Broadband or your Wireless Router or other equipment provided by Connexin or on its behalf for use in conjunction with Connexin Wireless Broadband by you or anyone you have allowed to use Connexin Wireless Broadband.

(g) If your Radio is disconnected for any reason, you will lose your connection to Connexin Wireless Broadband. Whilst disconnected you will no longer receive routine security and service updates and there may be a delay in being reconnected to Connexin Wireless Broadband. If a re-connection fee is payable, we will tell you the amount of this fee before charging you. You will be charged for Connexin Wireless Broadband throughout this period, unless the disconnection or delay in reconnection has been caused by us or our agents.

(h) To protect our networks and maintain quality of service for all our users we can temporarily or permanently control or restrict your online activities via Connexin Wireless Broadband where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so (e.g. sending "spam" Messages).

(i) We may modify or temporarily suspend Connexin Wireless Broadband, or part of it, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work. We will try to minimise the impact of this on your use of Connexin Wireless Broadband and we will restore Connexin Wireless Broadband to you as soon as we can. Where possible, we will notify you if this occurs between the hours of 9am and Midnight and is due to last for more than 1 hour.

(j) If you wish to use a modem or any other equipment that we have not supplied to you in order to access Connexin Wireless Broadband we cannot guarantee that our service will work with these. You

must not use a Radio that we have not supplied to you in order to access Connexin Wireless Broadband.

(k) From time to time faults in the Connexin Wireless Broadband service may occur. We try to resolve faults as soon as possible and ideally within ten working days of receiving notice of the fault from you.

3. The Wireless Router

(a) As part of the Connexin Wireless Broadband service Connexin may supply one Wireless Router to you under this Contract.

(b) Your Wireless Router (except the software in it) will become your property on payment or delivery (if included in your Connexin Wireless Broadband package). The software in your Wireless Router and in any other equipment provided to you by Connexin or on its behalf for use in conjunction with Connexin Wireless Broadband is owned by or licensed to Connexin or another Company. You must allow this software to be updated. Updates will happen automatically at no extra charge.

(c) Your Wireless Router and any other equipment provided by Connexin (or on its behalf) for use in conjunction with Connexin Wireless Broadband are not supplied as being capable of being used to access any other internet service.

4. The Wireless Router Warranty

(a) Your Wireless Router is supplied with a warranty ("Warranty") against faults arising in the first 12 months after supply. The warranty is with the router manufacturer directly, not Connexin.

(b) The following are not covered by the Warranty: faults arising from misuse, accidental or deliberate damage to your Wireless Router; damage arising from use of equipment that is not supplied by or on behalf of Connexin for use with your Wireless Router; extension cables and network equipment; cosmetic damage which does not affect the functionality of your Wireless Router; computer equipment, software and cables that we or our suppliers did not supply to you and damage caused by events outside the reasonable control of Connexin or its equipment suppliers.

(c) To report a fault with your Wireless Router, please contact the manufacturer using the contact details provided on their website.

(d) The Warranty does not apply outside the UK. It does not affect your legal rights, for example in relation to Connexin supplying a Wireless Router which is not of satisfactory quality or not providing Connexin Wireless Broadband with reasonable care and skill. If you require any advice on your legal rights, you can refer to www.adviceguide.org.uk

5. Changing your Address and telephone number

(a) You must tell us immediately of any changes to your Address or the telephone numbers you have provided to us. We recommend that you provide us with at least 2 weeks' notice of your change of Address.

(b) If you change Address:

(i) This Contract will continue unless you exercise a right to end it under this Contract.

(ii) If any Product which you are subscribing to is not available at your new Address you may either end this Contract or select another Product that is available there or this Contract will continue.

(c) We may charge you any costs we reasonably incur as a result of transferring your service to your new Address. We will tell you the amount of this charge before charging you.

6. Paying for Connexin Wireless Broadband

(a) Unless otherwise agreed, you will be charged the monthly subscription you have agreed to pay for the Product you have chosen ("Connexin Wireless Broadband Payment") from the date your connection is first activated to receive Connexin Wireless Broadband ("Activation Date"). We will collect the Connexin Wireless Broadband Payments (and any other amount which we have told you is due in relation to Connexin Wireless Broadband) in advance each month with your other Connexin subscription payments via the same payment instruction.

All prices quoted for Connexin Wireless Broadband assume you will be paying your bill by Direct Debit. If you choose to pay your bill or any other charge by debit card or credit card an additional charge may apply. We will tell you the amount of this charge when you tell us you want to pay by debit card or credit card, and the amount will be no more than the cost to us of you using that method of payment.

(b) Subject to Condition 11(c), we may increase your Connexin Wireless Broadband Payment at any time for any reason stated in Condition 16(a) or 16(b) by giving you at least one calendar month's notice in writing. This notice requirement does not apply where, in line with our Usage Policies, your Product is upgraded to one with a higher Usage Cap or you incur charges for going over your Usage Cap.

(c) We may also increase your Connexin Wireless Broadband Payment if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects your Connexin Broadband Payment directly or our pricing structure generally. We will use our reasonable endeavours to notify you before any price increase takes effect under this Condition 6(c). Your Connexin wireless Broadband Payment will also change if you are permitted to change Products, or in line with our Usage Policies, if we upgrade your Product to one with a higher Usage Cap or charge you for going over your Usage Cap.

(d) If you have provided unauthorised payment or other details, we can suspend provision of Connexin Wireless Broadband without giving you notice. This does not affect our right to end this Contract under Condition 11(h).

(e) If you miss any payments you owe to us including for any Connexin service we may charge you a reasonable fee to help pay for the extra costs we incur when processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking these Conditions. Any interest is worked out daily. Details of these fees can be found on our website www.connexin.co.uk. These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will also be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. We will send you a reminder or call you before applying any late payment fees or instructing a debt collection company. We may also charge you a reasonable fee that reflects the costs we incur if any payment

instruction from you is returned to us because you do not have enough funds in your account, is cancelled or is not cleared by your bank.

7. How we can change Connexin Wireless Broadband

(a) Connexin Wireless Broadband is variable. We can change, replace or withdraw Products at any time for any reason stated in Condition 16(a) or 16(b).

(b) We will give you at least one month's notice in writing if we make any change to Connexin Wireless Broadband which is likely to materially disadvantage you, or which results in an increase to your Connexin Wireless Broadband Payment or if we withdraw your chosen Product. This notice requirement does not apply where we reduce your Connexin Wireless Broadband Payment (in which case we will let you know about the change through another suitable method) or where, in line with our Usage Policies, your Product is upgraded to one with a higher Usage Cap or you incur charges for going over your Usage Cap. We will let you know about any other changes to your chosen Product in writing or by putting a notice on Connexin.co.uk or through another suitable method.

(c) If we withdraw your chosen Product, we will move you onto the nearest equivalent Product accessible by you unless you notify us that you wish to move to another available Product within 30 days of receiving notification from us. If this happens during your Minimum Term, your Connexin Wireless Broadband Payment will not increase before the end of your Minimum Term (other than where we increase our standard Product prices under Conditions 6(b) or 6(c)).

(d) If after your Connexin Wireless Broadband is activated, you are receiving a connection speed which is significantly below the speed estimate we gave you when you had your site survey and we are unable to resolve any technical issues you may be having on your connection you may select an alternative lower speed Product (if one is available to you). If you do this, we may charge you the difference between what you paid to activate your current Product and the amount you would have paid to activate the lower speed Product if you had signed up to it in the first place.

8. Software

(a) The use of any software provided by us (e.g. for Microsoft Internet Explorer) will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and that we have brought to your attention.

(b) You acknowledge that it is your responsibility to obtain any upgrades to any software needed to maintain the full Connexin Wireless Broadband service when prompted to do so.

9. What we are not liable for

We will not be liable under this Contract to you, or any other person who you allow to use Connexin Broadband, for:

(a) any fault in your Wireless Router, cabling or network equipment caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions, these Conditions or the Usage Policies;

(b) any use made of Connexin Wireless Broadband, nor for any content which is accessed, sent or received using the service, nor for any charges incurred with any third party or for any transactions entered into through Connexin Wireless Broadband or Connexin Broadband Extras, unless caused by us;

(c) use of your Wireless Router or network equipment to access any other internet service;

(d) the act of suspending Connexin Wireless Broadband or ending this Contract in accordance with Condition 11;

(e) any delay or failure by us to provide any element of Connexin Wireless Broadband where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action;

(f) any loss or damage caused by your use of Connexin Wireless Broadband, your Wireless Router, your network equipment, us, or any of our respective officers, employees, sub-contractors or agents in circumstances where:

(i) there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees, sub-contractors or agents; or

(ii) such loss or damage was not contemplated by both you and us at the time we entered into this Contract.

(g) any loss or damage caused by Connexin Wireless Broadband, your Wireless Router, your network equipment, us, or any of our respective officers, employees, sub-contractors or agents to the extent that such loss or damage results from any breach by you of these Conditions and, in particular not limited to the Acceptable Use Policy, unless we or our respective officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by us or them and that breach was the most significant cause of the loss or damage;

(h) any loss or damage caused by viruses or unauthorised use of, or attempts to access, Connexin Wireless Broadband or your computer;

(i) any loss or corruption of data, or any loss of business, contracts, profits, anticipated savings, reputation, or revenue;

(j) any failure of monitored safety, security or other alarm systems due to incompatibility with Connexin Wireless Broadband, or due to the restriction or ending of Connexin Wireless Broadband, or any other reason which is not due to our fault or neglect.

(k) your use of any modem, wireless router or any other equipment that we have not supplied to you in order to access Connexin Wireless Broadband; and

(l) any special, consequential or indirect losses.

No company nor its officers, employees or agents who act as Connexin's agent in providing any part of Connexin Wireless Broadband shall be liable to you or any other person who you allow to use Connexin Wireless Broadband.

Nothing in this Contract will limit or exclude any liability we may have to you for death or personal injury as a result of our negligence or that of our employees; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability (for example we cannot exclude our liability to you if the Wireless Router we supply is not of satisfactory quality or fit for purpose or does not match the description).

10. How we can change the Conditions

(a) We may change any Conditions for a reason stated in Condition 16(a) or 16(b). However, if you are materially disadvantaged by this you may end this Contract under Condition 11 (c)(i).

(b) You will receive at least one calendar month's notice in writing of any changes or additions to these Conditions.

(c) By using your chosen Connexin services you are agreeing to the terms and conditions set out in this contract that relate to those services including any changes to them or the services in accordance with these terms and conditions.

11. How long your Contract lasts

(a) Your subscription for your chosen Product has a minimum term which starts on the Activation Date or any other date agreed between us (the "Minimum Term"). The length of the Minimum Term is as agreed when you ordered your Connexin Wireless Broadband Product. You will be in breach of this Contract if you end it during the Minimum Term (even if you give valid notice to switch to another broadband provider under Ofcom's regulated switching process unless you or we have a right to do so under Condition 11 (b)). After the Minimum Term, this Contract will continue until either you or we end it in a way set out in this Condition 11. During your Minimum Term, unless we agree otherwise, you cannot downgrade your chosen Product unless Condition 5(b)(ii) applies or you downgrade as allowed under our Usage Policies after you have been upgraded under that Policy.

(b) You will have to pay us an early termination charge if we end this Contract during your Minimum Term under Condition 11(h) or you end this Contract before the end of the Minimum Term unless:

(a) You have a right to end it under Condition 11(c) of this Contract; or

(b) You are exercising your statutory right to cancel in your cooling off period (as set out in the notice below);

The early termination charge will not be more than the charges you would have paid for your chosen Product for the remainder of the Minimum Term less any costs we save, including the cost of no longer providing you with Connexin Wireless Broadband. Unless you tell us otherwise, we may charge your early termination charge directly to any of the credit or debit cards which you have provided us with details of (e.g. when you paid for your installation). We will give you reasonable notice before making any charge. For further information about these charges, please visit our website www.connexin.co.uk .

(c) You can end this Contract without incurring early termination charges during your Minimum Term if:

(i) Conditions 11(b)(a) – (c) or 11(e) apply;

(ii) we increase your Connexin Wireless Broadband Payment, unless such increase arises under Condition 6(c); or

(iii) Condition 5(b)(ii) applies (you are moving home and the Product you are subscribing to is not available at your new Address).

(d) To end this Contract under Condition 11(c), you must give us a Thirty days' notice in writing.

(e) You may also end this Contract by giving us Thirty days' notice in writing at any time (including during your Minimum Term without incurring early termination charges) if we break any of the Conditions.

(f) If you want to end this Contract by switching to another broadband provider (whether during your Minimum Term or after it) you need to give us Thirty days' notice in writing.

(a) If you are switching to another broadband provider, your Connexin Wireless Broadband service will end once we have collected the Wireless Network equipment on your property and this Contract will end at the same time.

(b) If we do not receive the Wireless Network equipment on your property then you will continue to be charged for Connexin Wireless Broadband until the equipment is return or paid for.

(g) If you want to end this Contract at the end of or after your Minimum Term for any other reason and you are not switching to another broadband provider then you must give us at least Thirty working days' notice. Your Connexin Wireless Broadband service and this Contract will end once this notice period expires and the Wireless Network equipment on your property has been collected.

(h) We can immediately suspend the provision of Connexin Wireless Broadband and/or end this Contract by giving you notice in writing at any time (including during your Minimum Term) if:

(i) you have missed any payments that you owe us or break any of the Conditions, although for non-serious breaches we may first give you an opportunity to put things right which you will need to do within the 3 days' notice. For serious breaches (for example if you break Condition 2(a) or our Acceptable Use Policy) we may exercise this right immediately without notice;

(ii) you, anyone you authorise to deal with us on your behalf, or any of your additional users act in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending Connexin Wireless Broadband and/or this Contract; or

(iii) if we have reasonable grounds to suspect fraud or any other unauthorised activity.

We will not refund any Connexin Wireless Broadband Payments or other payments made under this Contract if we end this Contract under this Condition 11(h).

(i) Except where Condition 11(h) applies, we will not end this Contract during the Minimum Term. We may end this Contract at the end of or after your Minimum Term by giving you 7 working days' notice at any time.

(j) If you have taken a static IP address and your Connexin Wireless Broadband is disconnected, suspended or terminated for any reason, we may reassign your IP address to Connexin or another Connexin customer. Your old static IP address will not be available to you again if your service is reactivated or you subsequently return to Connexin Wireless Broadband.

How to cancel: Any cancellation after the Minimum Term must be in accordance with this notice. You can cancel your Contract by:

(i) By emailing support@connexin.co.uk, stating your full name, account number, address and postcode.

(ii) By writing to us at: Connexin Cancellation Team, No 1, Bridge View Office Park, Henry Boot Way, Hull, HU4 7Dw.

Please note that your Contract will continue and you will be liable for the monthly subscription until a formal cancellation notice is received in writing.

12. How this Contract can be transferred and third parties

(a) We can transfer our rights or obligations under this Contract to any company, firm or person provided this does not affect your rights under this Contract in a negative way.

(b) This Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract except pursuant to Condition 12(a).

13. Notices

(a) Where we are required under this Contract to give you any notice in writing, we can give you this notice by text message, through your online account, letter or by email. We will send notices using any of the contact details you have given us for this purpose (including, unless you tell us otherwise, to your primary email address). If we send you any notice by post with any other document, the notice will be on a separate sheet of paper and will be clearly marked.

(b) You must provide us with accurate, true and correct contact details. You must keep this information up-to-date and check your email account regularly.

(c) Unless otherwise stated, if you give us any notice that is required under this Contract (other than to end your Contract) it should be in writing by email to support@connexin.co.uk or such other email address we notify to you for this purpose. Any notice you give us to end this Contract where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' section below) must be given in writing. Notice given by these means will not be effective until we have spoken to you and verified your account. We will acknowledge written requests by return email and will contact you by phone to verify you as the account holder and process your cancellation.

14. Disputes

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint please get in touch with us straight away in writing:

- By email – please raise a complaint ticket by emailing support@connexin.co.uk outlining your complaint in full.
- By phone - call us on 01482 363738. You will be advised to email to support@connexin.co.uk outlining your complaint in full. If you are unable to send us an email, we will offer to help you raise a ticket internally on your behalf.
- By post, write to:

Customer Complaints,
Connexin Limited,
St Johns Innovation Centre,

Cowley Road,
Cambridge,
CB4 0WS.

If we are unable to resolve your matter to your satisfaction within 12 weeks, a deadlock letter will be issued. You may then seek alternative dispute resolution services such as the Ombudsman Services. The ombudsman's role is to resolve complaints. The service is free to use and is independent. It has the authority to resolve complaints by requiring; an apology; an explanation of what went wrong; a practical action to be taken to correct the problem; and, a financial award. If you accept the ombudsman's decision it is binding on us and we must put in place any remedy that is required. You can decline the decision if you want to and you will not be held to it or charged. You can find out more information on their website: www.ombudsman-services.org.

15. Law and geographical limits

This Contract is governed by English Law. Any disputes can be dealt with by any UK court that can lawfully deal with the case.

16. Reasons for changes

(a) We may make changes in accordance with the other Conditions of this Contract for any of the following reasons:

- (i) Connexin Wireless Broadband is sold as a variable service with variable prices (this means our Products may be changed, altered, improved or added to at Connexin's discretion). For example, we can vary the maximum speeds or capacity of your chosen Product. This ensures that we respond to customer needs and remain competitive;
- (ii) We intend to change the way we structure our products and services;
- (iii) We are introducing new products, services or features;
- (iv) The cost to Connexin of providing Connexin Wireless Broadband increases (for example, we have to pay third parties more for use of their infrastructure, or launching other new and improved customer products and services);
- (v) Other costs associated with running Connexin's business increase (for example, we invest in improving customer support);
- (vi) We change the way we provide products and services to you (for example, we develop new infrastructure or technology to provide you with a better broadband experience);
- (vii) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the Connexin Network);
- (viii) We reorganise the way we structure or run our business;
- (ix) Valid legal or regulatory reasons; or
- (x) We change the Conditions to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same Conditions.

(b) We provide Connexin Wireless Broadband on an ongoing basis and we cannot foresee what may change in the future. This means that we may need to make changes in accordance with the other Conditions of this Contract for reasons other than those set out in Condition 16(a) above.

NOTICE OF YOUR STATUTORY RIGHT TO CANCEL IN YOUR COOLING OFF PERIOD

Please refer to your Contract for information about when and how you can end your Contract once your cooling off period has ended.

Cancellation period: You have the right to cancel your order for Connexin Wireless Broadband without giving any reason any time up to 14 days ("cooling off period") from activation of the product/service.

Connexin may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase in writing.

If you take Connexin Wireless Broadband and pay for an engineer appointment, a separate cancellation policy applies to installation services which is contained in the Connexin Wireless Broadband Installation Terms and Conditions (set out at the end of this Contract).

How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Connexin order by:

- (ii) By emailing support@connexin.co.uk.
- (iii) or by post, to: No 1, Bridge View Office Park, Henry Boot Way, Hull, HU4 7DW.

You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order.

Effects of cancellation: If you cancel a contract during your cooling off period we will refund to you all payments received from you, excluding any engineering charges or the costs of delivery of any equipment you ordered e.g. your Wireless Router ("Equipment"), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel Equipment we will automatically cancel any related subscription unless you tell us otherwise.

Return of Equipment: The wireless network equipment installed on your property remains the property of Connexin. If you cancel a contract you are responsible for arranging the return of and returning the equipment provided under that contract without undue delay. You are responsible for the costs of returning the equipment you have ordered and Connexin may charge you our direct returns costs. Connexin can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you or installed on your property safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by

you. We may charge you for any equipment which is not returned to Connexin.

Discounts: If you have received any discounted equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your equipment, you will no longer be eligible for that discount and will be required to pay Connexin the difference between the discounted price and the full standard price for the equipment and/or set-up services.

Refunds: We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 30 days after the day we either receive the Equipment back from you. We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to www.adviceguide.org.uk/.

CONNEXIN WIRELESS BROADBAND INSTALLATION TERMS AND CONDITIONS

These are the terms and conditions under which Connexin will, upon request from you arrange for the installation of network equipment to enable you to use the Connexin Wireless Broadband service at your Address (“Contract”). You can call us in relation to this Contract on our contact number(s) as shown on our website at www.connexin.co.uk.

In this Contract “**Address**”, “**Connexin**” and “**Wireless Router**” have the same meanings as given for those terms in the Connexin Wireless Broadband subscription contract.

1. Installation services

(a) When you take Connexin Wireless Broadband you require an engineer to install your wireless broadband service and/or Wireless Router for you and connect one device to the Connexin Wireless Broadband service (“Managed Installation”). If you choose Managed Installation, you will be responsible for connecting any additional online equipment you may have.

(b) We will confirm the indicative charges (if any) for your installation when you order. This initial charge may vary due to factors beyond our control such as but not limited to the size, shape and structure of the property where the installation is taking place. Our engineer will confirm the final Installation charges with you on the day of the site visit before proceeding with the installation.

(c) The installation of network equipment may require the consent of someone else (for example your landlord). You are responsible for ensuring that all necessary consents have been obtained before we install your network equipment.

(d) Connexin will not install Connexin Wireless broadband services where extensive construction over and above standard needs is required. If the engineer determines that the installation is not standard and is unable to proceed, we will proceed with the installation subject to you accepting and paying the additional charges or cancel your order and refund any monies you have paid in full.

(e) We will organise a day for installation which is convenient for both of us and we will contact you confirming the date of your engineer appointment. Details of the arrangements you need to make for an engineer visit will be explained to you.

(f) All Network equipment installed as part of the installation on or near your property (such as the wireless equipment installed on your property) remain the property of Connexin Limited at all times.

2. Installation offers

If you pay nothing or a reduced price compared to our standard price for your installation, we can charge you the difference between the lower price you have paid (if any) and our then standard price for installation if your Connexin Wireless Broadband subscription contract ends during the Minimum Term (other than where we withdraw Connexin Wireless Broadband or you end your Connexin Wireless Broadband subscription contract and have the right to do so).

3. Cancellation

(a) You have the right to cancel your installation booking for Connexin Wireless Broadband and Managed Installation (or just your Managed Installation) without giving any reason any time up to two working days before the date of the booked installation.

Connexin may offer an enhanced Installation cancellation period from time to time which we will advise you of at the time of your purchase.

(b) How to cancel: Any installation cancellations within this timeframe must be in accordance with this notice. You can cancel your Connexin Wireless installation booking by:

- (i) Calling us on the number(s) shown on our website (www.connexin.co.uk)
- (ii) By emailing support@connexin.co.uk.
- (iii) or by any other method we inform you of in writing.

You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail.

Effects of cancellation: If you cancel a contract up to two working days before the date of the booked installation we will refund to you all payments received from you, excluding any charges for works already performed or the costs of delivery of any equipment you ordered e.g. your Wireless Router ("Equipment"). If you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel Equipment we may automatically cancel any related subscription unless you tell us otherwise. If you cancel the engineer booking not giving at least two working days notice or are not present for when the engineer arrives for any reason we will charge you an engineer visit charge as explained to you when you make your booking and as detailed on our website.

Return of Equipment: If you cancel a contract you are responsible for arranging the return of and returning the equipment provided under that contract without undue delay. You are responsible for the costs of returning the equipment you have ordered and Connexin may charge you our direct returns costs. Connexin can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you or installed on your property safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you. We may charge you for any equipment which is not returned to Connexin.

Discounts: If you have received any discounted equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your equipment, you will no longer be eligible for that discount and will be required to pay Connexin the difference between the discounted price and the full standard price for the equipment and/or set-up services.

Refunds: We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 30 days after the day we either receive the Equipment back from you. We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to www.adviceguide.org.uk.

USAGE POLICIES

Any terms in capitals not defined in these Usage Policies will have the same meaning as in your Contract. These Usage Policies apply to you and anybody you allow to use Connexin Wireless Broadband. Any reference to "you" shall be interpreted to mean you and anybody you allow to use Connexin Wireless Broadband. You are responsible for the use of Connexin Wireless Broadband by any person you allow to use it including anyone who accesses Connexin Wireless Broadband because you have removed the wireless encryption security on your wireless router.

How we update our Usage Policies

The way our customers use Connexin Wireless Broadband is changing all the time so we may need to change our Usage Policies to adapt to our customer's needs. Our latest Usage Policies will always be posted on our website at www.connexin.co.uk so please keep checking for updates.

USAGE CAPS

Broadband

If you subscribe to a Product that has a cap on the amount of data that you download or upload via your Connexin Wireless Broadband internet access each month ("**Usage Cap**"), your usage must not go over that Usage Cap each month. For the current Usage Caps on each Product, please contact us or, if you have access on the online Connexin portal you can find it there too.

If you go over your Usage Cap, we will suspend your Connexin Wireless Broadband. You can reactive service by purchasing additional data or upgrading your Product to one with a higher Usage Cap.

If you go over your Usage Cap more than once in any six-month period, then we may

(a) upgrade you to a Product with a higher Usage Cap. Once you have been upgraded, you may downgrade without charge to your original Product if you reduce your monthly usage to below the Usage Cap for your original Product in any subsequent month; or

(b) charge you fair and reasonable costs for your usage (and any reasonable administration costs) in excess of your Usage Cap;

If we do either of these things, we will let you know in writing. In this notice we will also explain the consequences of you going over your Usage Cap, for example, the increased subscription or other charges you incur.

To ensure you get your email alerts you should make sure we have an email address that is up-to-date and that you check for emails regularly. If we receive a failed delivery notice after sending an alert we will not send your alert by post.

We may at our discretion delay the application of the above process without notice.

CONNEXIN WIRELESS BROADBAND NETWORK MANAGEMENT POLICY

Connexin Wireless Broadband is subject to a Network Management (or Fair Usage) Policy. The purpose of the Policy is to ensure that we are providing a fair and sustainable quality broadband service to all our Connexin Wireless Broadband customers. Under the Policy, available bandwidth is shared amongst all our Connexin Wireless Broadband customers who are online at the same time.

This means that speeds may be slower at peak times when more Connexin Wireless Broadband customers are online, compared to at other times when fewer people are online, in particular for customers using applications that require a lot of bandwidth (such as downloading films (particularly in HD) and other large files, or streaming services like BBC iPlayer, YouTube or Netflix). Our network is busiest between 5pm and midnight on weekdays and all day at the weekend, but can be busy at other times too, depending on regional, national and international demand.

Please note that this Network Management Policy only applies to Connexin Wireless Broadband

ACCEPTABLE USE POLICY

Irrespective of which Product you have subscribed to, our Acceptable Use Policy ("AUP") will apply to you and those who you allow to use Connexin Wireless Broadband.

If you have any queries about our AUP, you can contact us by emailing support@connexin.co.uk.

Don't use Connexin Wireless Broadband illegally!

Connexin Wireless Broadband and Connexin's networks may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the United Kingdom ("Laws").

You may not use Connexin Broadband and/or the Connexin's networks to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- violates any Law;
- is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- is or may be harmful to minors;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
- damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents.

We have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation ("IWF"). Although these filters are comprehensive, they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as "adult" material. On this basis, we recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet. For further information regarding the IWF, please visit their website at www.iwf.org.uk. Do not violate anyone's systems or network security.

You must not use Connexin Wireless Broadband to violate Connexin's networks' security or any third party's system or network security by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network. You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate Connexin's Network's security or any third party's system or network security. Examples of such prohibited material may include (but are

not limited to):

- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect Connexin's networks to insecure machines, equipment or services able to be exploited by others to carry out actions which constitute a breach of this AUP. If you do, you must disconnect it immediately, or allow us to disconnect it for you at your expense.

You must not adapt, modify, decompile or reverse engineer any part of Connexin Broadband.

You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to Connexin's networks. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by Connexin.

Messages

You must not send Messages to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication however you must refrain from sending Messages to another user after receiving a request to stop.

You must not send unsolicited bulk Messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of unsolicited bulk Messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to many users, or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false Message headers or alter the headers of Messages to conceal their email address or to prevent internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any Message you send is from, authorised or endorsed by, any Connexin company or relates to any Connexin business.

We may scan your incoming Messages for viruses and remove any Messages from Connexin's networks which contain viruses. Although these filters are comprehensive, they do not provide an absolute guarantee that you will not receive viruses via Messages and you are advised to install appropriate anti-virus software on your computer.

We may scan your incoming Messages for spam and move any suspected spam to a separate folder in your email account where you can inspect it to ensure that non-spam Messages hasn't been inadvertently identified as spam. Items of suspected spam may be deleted after 30 days.

World Wide Web and surfing the net

You will be solely responsible for your use of the internet and any web pages owned and/or operated by you that you connect to Connexin's networks using Connexin Wireless Broadband. You must not use world wide web pages within or outside Connexin's networks to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.

How do you make a complaint?

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via Connexin networks or Connexin Wireless Broadband, please email us at support@connexin.co.uk.

The actions we can take

Firstly, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP.

Secondly, if you have breached this AUP, or we or a third party, reasonably suspect that you may have breached this AUP we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- (a) immediately suspend your access to Connexin Wireless Broadband until such time as we are satisfied the breach has stopped;
- (b) immediately end your Connexin Wireless Broadband Contract;
- (c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;
- (d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on Connexin's networks or our servers or
- (e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on Connexin's networks and/or our servers.

Connexin will use your personal data and other account information in connection with any investigation carried out by Connexin in accordance with this AUP, including by disclosing it to any third party authority that Connexin considers has a legitimate interest in any such investigation or its outcome.

CONNEXIN COMPANY DETAILS

Connexin Limited is registered in England (No. 05823408). Registered office: St Johns Innovation Centre, Cowley Road, Cambridge, CB4 0WS

General terms and conditions for Unlimited Download Allowance Add-ons

1. Connexin Wireless Broadband customers now have the option of adding Unlimited Download Allowance Add-ons to their Connexin Wireless Broadband Package(s).
2. The current types, amounts and prices of Download Allowance Add-ons are set out on our website (www.connexin.co.uk). Our website will be updated as soon as Add-ons are changed or new Add-ons become available.
3. You can sign up for an Add-on online at our website www.connexin.co.uk, by emailing support@connexin.co.uk or by calling our customer services team (phone number can be found online at www.connexin.co.uk).
4. Each Add-on will activate within forty-eight hours of your opt-in date and runs for a year ('Renewal Date').
5. Annual Download Allowance Add-ons that are paid upfront for the full year are non refundable once activated.
6. You can have a maximum of one Unlimited Download Allowance Add-on per active wireless broadband connection.
7. Payment will be taken on your opt-in date, and your Renewal Date unless cancelled as per clause 10.
8. Your Unlimited Download Allowance Add-on will automatically renew each month, or each year depending on your contract term, until:
 - (i) you opt-out of the Add-on; or
 - (ii) you fail to make a payment for the Add-on.
9. Any unused allowance will not be carried forward or rolled over into your next month's Add-on. No refunds are payable.
10. To cancel your Add-on, please contact us by emailing support@connexin.co.uk or by calling us. You need to contact us at least 48 hours before your monthly or Annual Renewal Date, otherwise the cost of the Add-on will automatically be charged with the cost of the next month's or next years Add-on charges and cancellation will take effect from the next Renewal Date (you will still get the service you have paid for and be able to use it until your allowance is used up or until the next Renewal Date but we will not refund any payment that you have made).
11. Unlimited Download Allowance Add-ons are not available to any customers who are on an existing unlimited broadband package.
12. We reserve the right to replace, amend or withdraw at any time: any of the Add-ons (in whole or in part); the charges for the Add-ons; or these terms, on reasonable notice. Notices will be given on the Connexin website and we will give you 30 days notice by email if we make any significant changes to your disadvantage. If you continue to use the Add-ons after the date on which the change comes into effect, your use of the Add-on(s) indicates that you have agreed to the changed terms.

13. If the Distance Selling Regulations apply, once you start using your Add-on(s), you will not be able to cancel the purchase until the following Renewal Date. Your statutory rights are not affected.
14. The Connexin Wireless Broadband service terms and conditions also apply.