



**Consumer Wireless Broadband**

Terms & Conditions

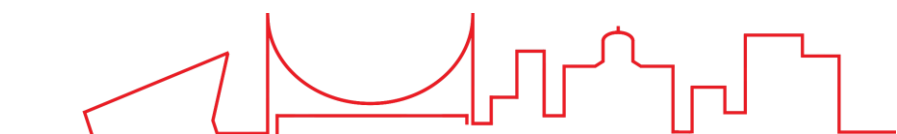
### Document Details

<b>Document Name:</b>	Connexin Consumer Wireless Broadband – T&Cs
<b>Date:</b>	<del>30/05/2020</del> <u>03082020</u>
<b>Author:</b>	Alex Yeung
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**Note: This document is only valid on the day it was printed.**

### Document History

Version	Date	Summary of Changes/Comments	Author
1.0	30/05/2020	Creation of document	Alex Yeung
<u>1,1</u>	<u>03082020</u>	<u>Amendment to include changes to clause 7 and clause 13</u>	<u>Hilary Barlow</u>



YOUR AGREEMENT WITH US (this “AGREEMENT”) IS MADE UP OF THE FOLLOWING DOCUMENTS:

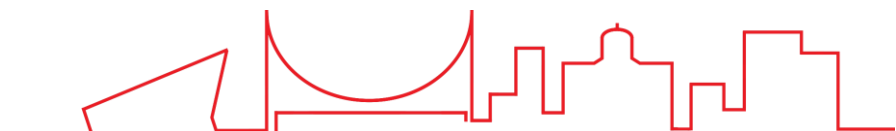
- (i) THESE CONDITIONS FOR CONSUMER WIRELESS BROADBAND SERVICES;
- (ii) THE CONDITIONS FOR COMMUNICATION SERVICES;
- (iii) THE SALES ORDER FORM;
- (iii) THE FAIR USAGE POLICY AND THE ACCEPTABLE USAGE POLICY PUBLISHED ON OUR WEBSITE FROM TIME TO TIME
- (iv) THE RELEVANT TARIFF(S) FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND
- (v) ANY FURTHER CONDITIONS RELATING TO SPECIFIC SERVICES.

The terms of this agreement form part of the conditions of sale and shall be incorporated into the Sales Order Form signed by the customer. These terms are to be read in conjunction with the Conditions for Communication Services insofar as those terms apply to Consumer Agreements.

## 1. THE SERVICES AND USE OF THE SERVICES

By using your chosen Consumer Wireless Broadband 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.

- a) If you are also a Consumer VoIP customer and your Wireless Broadband Agreement ends or your broadband is suspended, your VoIP service may automatically end/be suspended too (Condition 1(c)).
- b) Your subscription for your chosen 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 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
- c) . 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 Agreement earlier (Condition 11). If your Agreement ends during the Minimum Term (other than where you have a right to end it without incurring early termination charges – see Condition ~~13~~4(b)) we will charge you the remaining Agreement term and also may charge you an early termination fee. Unless you tell us otherwise, we may charge this amount directly to any credit or debit card or direct debit which you have provided us with details of and, by entering into this Agreement, 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 ~~13~~4 (titled ‘How long your Agreement lasts’).
- d) You may cancel your Connexin Wireless Broadband after the Minimum Term. Cancellation requires 30 days notice in advance and it must be requested in writing via our online Live Chat system. Please note that your Agreement will continue and you will be liable for the monthly subscription until a formal cancellation notice is received . Verbal cancellation will not be accepted.
- e) Your use of Connexin Wireless Broadband, and 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 exceed your Usage Cap twice in any six-month period. You will then have to pay the current price for that Product. You are responsible under this Agreement for the use of Connexin Wireless Broadband by any person you allow to use it (Condition 2(c) and Usage Policies).
- f) Prices and Products can change, even during your Minimum Term. 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 Agreement. Unless we increase it for any of the reasons set out in Condition 8(c), you can also end the Agreement during your Minimum Term if we increase your Connexin Wireless Broadband Payment. If you wish to end this Agreement for these reasons, then you



need to let us know within 30 days of notice of the change (Conditions 7, 134(c) and 134(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.

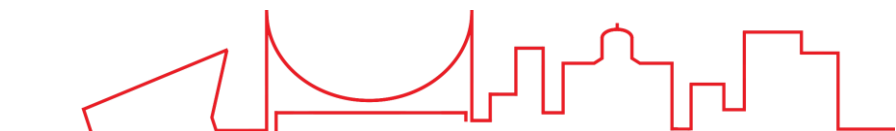
- g) Your Connexin Wireless Broadband does not require you to have a phone line to receive service. However, should you want to keep your existing landline number you can port your number to Connexin (subject to Connexin having a porting agreement with your existing provider). An upfront porting fee will apply as well as any monthly charges associated with taking out a Connexin Voice Package.
- h) 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. A port-out fee will apply.
- i) 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 Agreement.
- j) 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.
- k) 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.
- l) If you take up a special offer, this Agreement will be varied to take account of the offer terms and conditions.

## 2. Contacting Connexin

Contact to Connexin Customer Care team is carried out via the Live Chat system. Please visit [www.connexin.co.uk](http://www.connexin.co.uk) and press the Live Chat button.

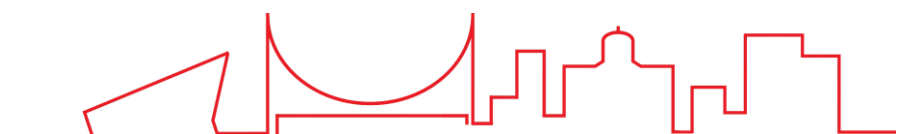
## 3. Connexin Wireless Broadband and who can get it

- 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](http://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 address must be in an area of the UK where Connexin Wireless Broadband is accessible. If you are a Connexin VoIP customer and your Connexin Wireless Broadband is suspended or ends under the terms of your Connexin Wireless Broadband Agreement 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 your address 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.



#### 4. 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. For a business connection, it is for private commercial use by you and your company within your dedicated office address.
- b) For communication purposes, you will be registered as the primary user but you can nominate additional users provided they are members of your household or company and they consent. Any additional user must also provide a username 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 of 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 will try to resolve faults as soon as possible. Please refer to the Connexin Customer Handbook for more details.



## 5. The Wireless Router

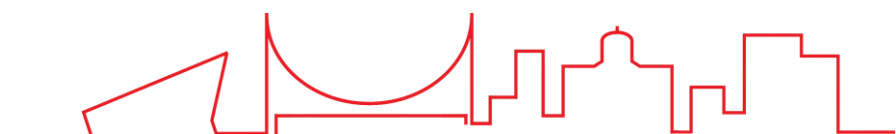
- a) As part of the Connexin Wireless Broadband service Connexin may supply one Wireless Router to you under this Agreement.
- b) Your Wireless Router (except the software in it) will become your property on payment or delivery (if included in your Connexin Wireless Broadband package). The software in 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.

## 6. 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. We highly recommend that you register your router warranty via the manufacturer website straight away.
- 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](http://www.adviceguide.org.uk)

## 7. 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:
  - 1) This Agreement will continue unless you exercise a right to end it under this Agreement [or you enter into a new agreement for our service at your new address](#)
  - 2) If [you change address and do not enter into a new Agreement with us any Product which you are subscribing to is not available at your new Address you may either end this Agreement your agreement will end .If you are within the minimum term of your Agreement you will have to pay an early termination charge calculated in accordance with clause 13 .or select another Product that is available there or this Agreement 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.

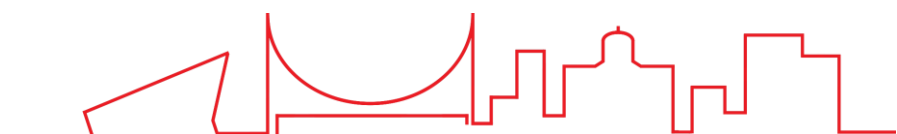


## **8. Paying for Connexin Wireless Broadband**

- 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) 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 13(c), we may increase your Connexin Wireless Broadband Payment at any time for any reason stated in Condition 18(a) or 18(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 8(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 Agreement under Condition 13(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. 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.

## **9. How we can change Connexin Wireless Broadband**

- a) We can change, replace or withdraw Products at any time for any reason stated in Condition 18(a) or 18(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 8(b) or 68c)).
- 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.

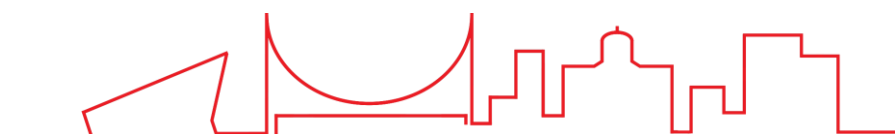
## 10. Software

- 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.

## 11. What we are not liable for

We will not be liable under this Agreement 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 Agreement in accordance with Condition 13;
- 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-Agreementors or agents in circumstances where:
  - 1) there is no breach of an Agreemental obligation or legal duty of care by us or any of our respective officers, employees, sub-ors or agents; or





- 2) such loss or damage was not contemplated by both you and us at the time we entered into this Agreement.
- 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-ors 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-ors 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, Agreements, 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.

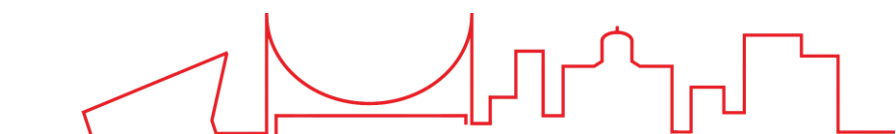
Nothing in this Agreement will limit or exclude any liability we may have to you for death or personal injury as a result of our negligence or that of our employees; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude 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).

## **12. How we can change the Conditions**

- a) We may change any Conditions for a reason stated in Condition 18(a) or 18(b). However, if you are materially disadvantaged by this you may end this Agreement under Condition 13 (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 Agreement that relate to those services including any changes to them or the services in accordance with these terms and conditions.

## **13. How long your Agreement 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 Agreement 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 13 (b)). After the Minimum Term, this Agreement will continue until either you or we



end it in a way set out in this Condition 13. During your Minimum Term, unless we agree otherwise, you cannot downgrade your chosen Product unless Condition 7(b)(ii) applies or you downgrade as allowed under our Usage Policies after you have been upgraded under that Policy.

- b) You will be liable to pay an early termination charge if we end this Agreement during your Minimum Term under Condition 13 (h) or you end this Agreement before the end of the Minimum Term unless:

(i) You have a right to end it under Condition 13(c) of this Agreement; or

(ii) You are exercising your statutory right to cancel in your cooling off period (as set out in the notice below); however if you have received goods in connection with this Agreement you must return any goods before the expiry of the 14 day cooling off period. Any installation fee that has been incurred will not be refundable if you cancel after installation has taken place but within the cooling off period.

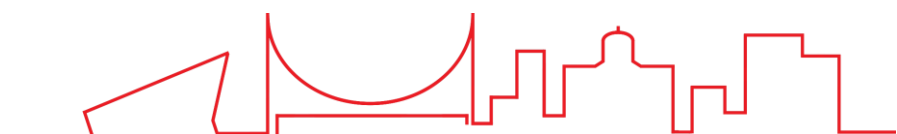
The early termination charge will not be more than the charges you would have paid for your chosen Product for the remainder of the Minimum Term less any costs we save, including the cost of no longer providing you with Connexin Wireless Broadband. Unless you tell us otherwise, we may charge your early 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.

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

- 1) Conditions 13(b)(i) – ii) or 13(e) apply;
- 2) we increase your Connexin Wireless Broadband Payment, unless such increase arises under Condition 8(c); or

~~3) Condition 7(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 Agreement under Condition 13(c), you must give us thirty days' notice in writing.
- e) You may also end this Agreement 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 Agreement by switching to another broadband provider (whether during your Minimum Term or after it) you need to give us Thirty days' notice in writing.
- g) 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 Agreement will end at the same time.
- h) 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.
- i) If you want to end this Agreement 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 days' notice. Your Connexin Wireless Broadband service and this Agreement will end once this notice period expires and the Wireless Network equipment on your property has been collected.
- j) We can immediately suspend the provision of Connexin Wireless Broadband and/or end this Agreement by giving you notice in writing at any time (including during your Minimum Term) if:
- 1) 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;



- 2) 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 Agreement; or
  - 3) if we have reasonable grounds to suspect fraud or any other unauthorised activity.
- k) We will not refund any Connexin Wireless Broadband Payments or other payments made under this Agreement if we end this Agreement under this Condition 11(h).
  - l) Except where Condition 11(h) applies, we will not end this Agreement during the Minimum Term. We may end this Agreement at the end of or after your Minimum Term by giving you 7 working days' notice at any time.
  - m) 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 Agreement by:

- 1) By contacting us via Live Chat, stating your full name, account number, address and postcode.

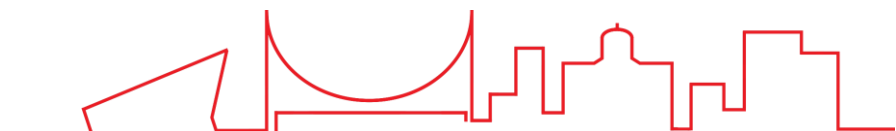
Please note that your Agreement will continue and you will be liable for the monthly subscription until a formal cancellation notice is received in writing.

#### **14. How this Agreement can be transferred and third parties**

- a) We can transfer our rights or obligations under this Agreement to any company, firm or person provided this does not affect your rights under this Agreement in a negative way.
- b) This Agreement is personal to you. You may not transfer your rights or obligations under this Agreement to anyone else, and no third party is entitled to benefit under this Agreement except pursuant to Condition 12(a).

#### **15. Notices**

- a) Where we are required under this Agreement 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 Agreement (other than to end your Agreement) it should be in writing by email to [support@connexin.co.uk](mailto:support@connexin.co.uk) or such other email address we notify to you for this purpose. Any notice you give us to end this Agreement 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.



## 16. 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:

- 1) By email – please raise a complaint ticket by emailing [disputes@connexin.co.uk](mailto:disputes@connexin.co.uk) outlining your complaint in full.
- 2) By phone – call us on 01482 363738. You will be advised to email to [disputes@connexin.co.uk](mailto:disputes@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.
- 3) By post, write to: Customer Complaints, Connexin Limited, Unit 4B, Earl's Court, Henry Boot Way, Hull, HU4 7DY.

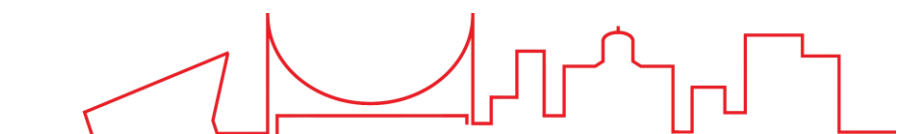
If we are unable to resolve your matter to your satisfaction within 12 weeks, a deadlock letter will be issued. You may then seek alternative dispute resolution services such as the Ombudsman Services. The ombudsman's role is to resolve complaints. The service is free to use and is independent. It has 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](http://www.ombudsman-services.org).

## 17. Law and Geographical Limits

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

## 18. Reasons for changes

- a) We may make changes in accordance with the other Conditions of this Agreement for any of the following reasons:
  - 1) 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;
  - 2) We intend to change the way we structure our products and services;
  - 3) We are introducing new products, services or features;
  - 4) 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);
  - 5) Other costs associated with running Connexin's business increase (for example, we invest in improving customer support);
  - 6) 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);
  - 7) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the Connexin Network);
  - 8) We reorganise the way we structure or run our business;



- 9) Valid legal or regulatory reasons; or
  - 10) We change the Conditions to make them clearer or easier to understand, to reflect changes in law or to update our Agreements 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 Agreement for reasons other than those set out in Condition 18(a) above.
- 19. Notice of Your Statutory Right to Cancel in Your Cooling Off Period (Where you deal as a consumer these cancellation rights shall prevail over any terms which might conflict with them in any other document forming part of your Agreement)**

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 in which case we will advise you of this right at the time of your purchase .

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 Agreement).

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

- 1) Contacting us via Live Chat on [www.connexin.co.uk](http://www.connexin.co.uk).

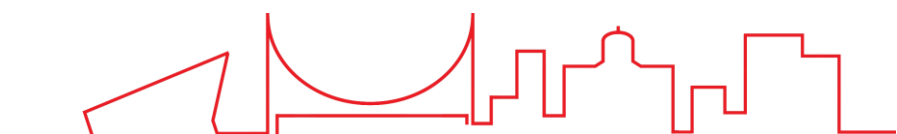
You must give your name, customer account number, address, post code, telephone number and, your e-mail address in order to cancel your order.

Effects of cancellation: If you cancel an Agreement 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 an equipment order 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 Agreement you are responsible for arranging the return of and returning the equipment provided under that Agreement without undue delay. You are responsible for the costs of returning the equipment you have ordered and we may charge you our direct returns costs. We 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 any damage caused 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 Agreement 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](http://www.adviceguide.org.uk).

## 20. 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 ("Agreement"). You can call us in relation to this Agreement on our contact number(s) as shown on our website at [www.connexin.co.uk](http://www.connexin.co.uk).

In this Agreement "Address", "Connexin" and "Wireless Router" have the same meanings as given for those terms in the Connexin Wireless Broadband subscription Agreement.

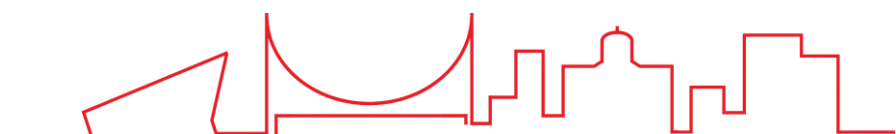
### Installation Services

- 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.

### 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 Agreement ends during the Minimum Term (other than where we withdraw Connexin Wireless Broadband or you end your Connexin Wireless Broadband subscription Agreement and have the right to do so).

### Installation Booking 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:
  - 1) Contacting us via the Live Chat system on [www.connexin.co.uk](http://www.connexin.co.uk);

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 an Agreement 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 an Agreement you are responsible for arranging the return of and returning the equipment provided under that Agreement 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.

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**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.

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