

CONDITIONS FOR KC FAMILY CARE SERVICES

These are the conditions of an agreement for us to provide you KC Family Care services.

Words with special meanings (like “services”) are defined at the end. If there is anything that you are not sure about, we will be happy to explain. Please phone Customer Services or write to us. Our contact details are at the end of these conditions.

1. What services we will provide

- The services you receive as part of your KC Family Care service will be as described in the Price Manual.
- We will do our best to give you the services with the quality you could reasonably expect from a competent communications company.
- You must comply with these conditions or any service restrictions or other conditions that are set out in the Price Manual.
- The KC Family Care service gives you the benefit of discounted calls on your residential exchange line, your agreement with us for the provision of telephone services over that exchange line will be varied to take account of this. If you cancel your agreement with us for the provision of the telephone services you acknowledge that we will not be able to continue to offer you discounted calls.
- When you purchase KC Family Care you are eligible to receive a one-year licence for Kaspersky One software free of charge (the “offer”). The Kaspersky One software is provided by Kaspersky Lab UK Ltd (“Kaspersky Labs”). The offer excludes all other products offered by Kaspersky Labs. We will send you details of how to exercise this offer after we have accepted your order for the KC Family Care services. Your contract for downloading, installing and/or using the software is directly with Kaspersky Lab. Your use of the Kaspersky One software is subject to additional terms and conditions including Kaspersky Lab’s User Guide and End User Licence Agreement, which are available for you to read, download and/or print on Kaspersky Lab’s website. You download, install and/or use the software at your own risk and we accept no responsibility or liability for the performance, functionality or suitability of the software for your specifications. If you have any queries regarding the software, you should contact Kaspersky Labs. This offer is subject to availability and we may withdraw the offer at any time. We can vary the terms of this offer at any time and without notice.

2. When your agreement starts

- We will normally reach agreement with you by phone. We will then send you a letter confirming the details of your service and giving you instructions on how to start using the service. Your agreement will start when this letter arrives with you and you have paid any deposit or advance payment that we have asked for.

3. Your free trial period and right to cancel

You have the right to cancel your agreement at any time up to the earlier to occur of:

- the passing of 8 working days from the date on which you agreed to take the KC Family Care service; or
- the date on which you first make use of the KC Family Care service.

In order to exercise this right of cancellation, you will need to contact us to confirm that you do not wish to proceed with the service, as described in Section 15.

Where you have taken your KC Family Care service on a free one month trial, you will have an additional right to cancel your agreement at any time during the trial period. In order to exercise this right to cancel, you will need to contact us to confirm that you do not wish to proceed with the service as described in Section 15. You must ensure that your confirmation reaches us prior to the passing of one month from the date on which you agree to take the KC Family Care Service. If you

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exercise your right to cancel during the trial period you will not have to pay any of the standard monthly charges for the KC Family Care service you have cancelled. However, if you have already used the KC Family Care service for something that we would normally charge for, you will need to pay our standard charges for the services we have provided.

You shall only be allowed to benefit from one free one month trial.

4. How long your agreement lasts and how it can end

Minimum period

Your agreement with us will last for at least the minimum period, which is a year unless we have written to tell you differently.

During the minimum period

- If you break any of the conditions of your agreement and carry on breaking the conditions after we have asked you not to we may end your agreement immediately.
- If you end your agreement during the minimum period, you will have to pay the early termination charges described in the Price Manual.
- If you end your agreement during the minimum period, and you have already used the KC Family Care service for something that we would normally charge for, you will need to pay our standard charges for the services we have provided. You will need to pay these charges in addition to the early termination charges described in the Price Manual.
- You will not have to pay any early termination charges or any standard charges for services we have provided (as described above) if you have ended your agreement because we have increased our charges or because we have changed the details of what we provide as part of the KC Family Care service in ways that you don't like.

Changing your KC Family Care service

- You can change to a KC Care service at any time by calling Customer Services.
- If you change to a KC Care service you may have to pay an additional charge, as described in the Price Manual.

After the minimum period

Your agreement will carry on automatically until either you or we send a letter to the other to say it will end. Your agreement will end one month after the date of the letter unless the letter gives a later date. If you break any of the conditions of your agreement, we may end it immediately.

General

If you break any of the conditions of your agreement we may suspend all or part of the services, instead of terminating the agreement. If we do suspend any services we provide to you, we will not provide them again until you do everything that you agreed to do in your agreement with us or we are certain that you will not repeat any similar breach of the conditions in the future.

What happens if you move out of your property?

If you move out of your property and want to end your agreement, you must write and tell us:

- that you are moving;
- the date you are moving; and
- an address where we can contact you.

If you do not tell us or we think that you no longer live in or own your property, we will do what we can to find you.

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5. Restrictions and exclusions

Residential use

- Your KC Family Care services are intended for residential use. KC Family Care services are intended for use with KC residential telephony and broadband services. KC Family Care services are not available for use with KC business telephony and broadband services. You acknowledge that a significant part of the KC Family Care services will not be available for use if you end your agreement with us for your KC residential telephony and broadband services. If you end your agreement with us for your residential telephony and broadband services you shall have the right to cancel your agreement with us for the KC Family Care service but you will have to pay an early termination payment to us if you end your agreement during the minimum period

Exchange line

- Your KC Family Care service will only cover the KC residential exchange line you have selected for cover and (where included) the Karoo broadband service you receive over that residential exchange line. We will not provide KC Family Care services in relation to other residential exchange lines or broadband services unless they are covered by additional KC Family Care services.

Restrictions on what you can do

- You must not allow any third party to use the services we provide to you on a permanent or regular basis. In particular you must not resell any of the services we provide to you.
- You must use your KC Family Care services in accordance with any safety instructions that we may give you.

Exclusions from service

- Your KC Family Care service will be subject to the service exclusions set out in the Price Manual.

6. Information we hold about you

We want to market the communications services we offer to you as well as we can. In particular, we want to keep you better informed about things that may be of interest to you, such as any discounts that are available. To do this effectively, we process information about the way that you use our services. However, we do not disclose this kind of information to anyone else.

We would like to continue to give you all the benefits that this processing provides. However, if you would like us to stop using the information we hold about you in the ways we have described, and have not previously told us about this, please write to Customer Services, KC, 37 Carr Lane, Hull HU1 3RE. If you do not write to us and have not previously registered an objection, we will assume that you are happy for us to continue with all of these activities.

7. Charges

Our systems

- Our call billing systems have to meet standards of accuracy that are set by independent organisations. So, unless we can see an obvious mistake we will assume that your bill is accurate.

Receiving a bill

- You can register to view your bills online at www.k-c.co.uk/kconline ("KConline"). Additional terms and conditions shall apply in respect of your use of KConline, as detailed on KConline.

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- If you are registered to use KCOOnline, we will send an email notifying you that your bill is available to view through KCOOnline. We will send the email notification to the email address you have provided during your registration to use KCOOnline. You must provide us with a valid email address for this purpose and notify us of any change to your email address through KCOOnline or by contacting Customer Services. Any email notification that we send to you, to the email address provided by you during your registration to use KCOOnline, will be deemed to have been received by you.
- We reserve the right to send a paper bill to you for any reason, as we may deem appropriate. This may include such circumstances as the non-delivery of the email notifying you that your bill is available to view through KCOOnline.

What you must pay us

- You must pay our charges for the services in our Price Manual.
- Unless our Price Manual says different our charges do not include VAT. We will add VAT to your bill.

When you must pay our charges

- You must pay any deposits and advance payments when we ask for them. You should pay any other charges (including any late payment fee) as soon as you receive your paper bill or as soon as you receive notice that your bill is available to view through KCOOnline. We will normally send your bills to the address you have asked us to send them to. We may agree to give you more time to pay, but this won't affect any of our rights under your agreement.

You will normally receive your bill for the charges for your KC Family Care service once every month for the month to come.

- If you think there is a mistake in any of the bills that we send to you, you should contact Customer Services. However, you will still have to pay all of the charges that are correctly stated in the normal way.

Changes to our charges

- We can change our Price Manual at any time as long as we comply with our legal obligations.
- You can see a copy of our Price Manual on our website or by calling in at our offices on Carr Lane, Hull during our normal working hours. Unfortunately, we cannot let each customer know in person of every change. We will announce significant changes to our charges through one or more of the following means:
 - We will publish details as soon as possible on our website;
 - We may include details of such changes on your bill;
 - We may send notice to you by email, if you have registered an email address with us; or
 - We may send notice to you by post.

We will do this at least two weeks before the changes take place and you accept this as adequate notice. You will also be able to get details by calling Customer Services.

- If we increase our charges you may end your agreement by sending us a letter. Your agreement will end one month after the date of the letter, unless your letter gives a later date. Your agreement can't end before the higher charges begin.

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Late payment

- If you are late in paying any of our charges we shall charge you a late payment fee, as detailed in the Price Manual. This will apply if you fail to pay the full amount due by the due date as detailed in your bill.
- If you dispute any of our charges (in full or in part), you must notify us immediately and no later than 14 days after the invoice date, giving full reasons for your dispute. We may contact you to discuss the matter further and shall use all reasonable endeavours to resolve the dispute expeditiously.
- We will suspend any late payment fees in respect of the charges you have disputed, pursuant to this paragraph, for such time as it may take to resolve your dispute, subject to you making payment in full of all undisputed charges (including the balance of any invoice disputed in part), in accordance with this Section 7.
- If we are unable to resolve your dispute in respect of the charges, you may refer the matter through our complaints procedure as detailed in Section 11.

Bounced cheques

- We may charge you for the extra administration costs and bank charges we have to pay if:
 - you pay us by cheque, standing order or another similar method; and
 - your bank refuses to make the payment.

If we suspend the service or your agreement ends

- If we suspend or restrict the services because you have broken the conditions of your agreement you must still pay the charges during the period of suspension.
- If you end your agreement during the minimum period that applies to your KC Family Care service, you may have to pay an early termination charge, as described in the Price Manual.
- If you have paid any charges to cover time after the services end, we will either repay you or put the amount towards any money you owe us.
- You must pay all charges for the services until the date we stop providing them.

Deposits and payments in advance

- We may ask for a deposit either before or during the time that we provide the services. We will keep the deposit until the end of the minimum period that applies to your KC Family Care service. However, we may keep your deposit until you have paid us everything you owe us and/or our services end. We may put it towards any amounts you owe us.
- We may ask you for a payment in advance as well as or instead of a deposit. This payment will not be more than the total charges for the services over the first year. We may put all or some of your advance payment towards charges which you may owe us in the future.

8. Your responsibilities

Letting us into your property

- If our engineers need to get into your property, and they can show you their KC identity card, you must let them in. They will take reasonable care not to damage your property.

9. If you break your agreement

Termination for breach:

We may suspend the services or end your agreement immediately if:

- you do not pay a bill, deposit or advance payment in accordance with these conditions or when we ask you to do so;

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- we believe you are using the services in ways that are prohibited under this agreement ; or
- you break any of these conditions or the conditions of any other agreement with us.

If we choose to suspend the services as a result of your breach and we agree to recommence the provision of services to you following your breach, we may ask you to pay a deposit (please see Section 7).

Termination for bankruptcy or insolvency

You must notify us immediately if your financial position changes. You must send full details of any bankruptcy or insolvency proceedings against you, or if you have any other person appointed to deal with your affairs. You will need to notify us if any unpaid balance on your account is subject to the proceedings.

We may suspend the services or end your agreement immediately if:

- a bankruptcy petition is made against you or you are a discharged bankrupt;
- you enter into a voluntary agreement with your creditors;
- you fail to notify us that any such proceedings have commenced against you.

If we suspend the services as a result of your bankruptcy or insolvency and we agree to recommence the provision of services to you following your bankruptcy or insolvency, we may ask you to pay a deposit (please see Section 7).

If you are declared bankrupt or insolvent and we agree to provide the services to a receiver or another third party who is appointed to deal with your affairs, we may ask such third party to provide an undertaking for our benefit that they will agree to perform your obligations under these conditions, including the obligations to pay us for the provision of the services, during such time as the third party has control over your affairs and/or pay a deposit. We are entitled to refuse to supply services to you or any third party appointed to deal with your affairs, unless that third party agrees to enter into such undertaking or pay the deposit, if required.

10. Law

This Agreement is governed by English Law and the decisions of the English Courts.

11. Complaints

If you want to complain about the services, please contact Customer Services. We will try to deal with your claim quickly and sympathetically as set out in our complaints procedure. This is available on our website.

12. Our responsibilities to you

- Where you experience faults or problems with the services, the maximum that you will be able to claim from us will be equal to the total amount of our charges for the provision of the services to you during the previous 6 month period or the replacement value of the PC that is covered by the service, whichever is the greater.
- We will not be responsible for any economic loss such as loss of contracts, loss of earnings, profits, data or business.
- Notwithstanding anything else in this Section 12, we will always take responsibility if you or someone else is injured or dies because we have been negligent or for any other matters for which we cannot legally exclude our responsibility.
- This agreement contains all of your and our rights and obligations. However there are laws designed to protect you against a faulty service. These laws are included in the agreement only where English law says they must apply.

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- Each part of this agreement that excludes or limits our responsibility operates separately. If any part is disallowed the other parts will still apply.
- The parts of this agreement that exclude or limit our responsibility will also operate in the unusual event that our employees or contractors are negligent in carrying out their duties.

13. Changing the KC Family Care service

We can change the details of what we provide as part of the KC Family Care service at any time and for any reason. Such changes may be necessary to take into account any changes to agreements we have with third parties that enable us to supply the services to you, or any relevant laws, regulations or codes of practice. We will inform you of any changes through one or more of the following means:

- We will publish details as soon as possible on our website;
- We may include details of such changes on your bill;
- We may send notice to you by email, if you have registered an email address with us; or
- We may send notice to you by post.

We will do this at least two weeks before the changes take place and you accept this as adequate notice. You will also be able to get details by calling Customer Services.

You may ask for a change to the services at any time. We may ask you to send your request to us by letter. If we agree to the change you have requested, we will tell you the date the changes are effective from.

- If we change the details of what we provide as part of the KC Family Care service in ways that you don't like, you may end your agreement by sending us a letter. Your agreement will end one month after the date of the letter, unless your letter gives a later date. Your agreement can't end before the changes to the KC Family Care service are made.

14. Transferring your agreement

- You must not transfer your agreement or any part of it, to anyone else unless we say that you can.
- We may transfer your agreement to someone else. We will not do this without asking you if doing it will weaken your rights.

15. Notices

If you or we give a notice under your agreement, the notice must be delivered by hand or sent by first-class mail to:

- **you** - at the address which we provide your residential exchange line; or
- **us** - at KC, 37 Carr Lane, Hull, HU1 3RE.

Please address your notice to Customer Services.

16. Matters that we cannot control

We will not be responsible if we cannot carry out our side of the agreement because of things that we cannot control. These include natural events such as flooding or bad weather, civil disorder, war, terrorism, national or local emergency, and the acts of negligence of other people or organisations that we are not responsible for.

17. Joint responsibility

If you want the agreement to be in the names of more than one person, all of those people will be responsible for paying charges together and separately. This means that if any of them do not pay their charges, we can get the payment of the charges from any of the other named people.

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18. Contact us

Residential customers may contact Customer Services on 01482 602555. The Customer Service Team is available Monday to Friday, 9am – 7pm and Saturday 9am – 5pm.

You can write to us at KC, 37 Carr Lane, Hull, HU1 3RE.

19. Definitions

In these conditions, the following words have the following meanings:-

Broadband connection	The residential broadband service you receive over the KC residential exchange line you have selected for cover by the KC Family Care service.
Minimum period	The minimum period that applies to your KC Family Care service. this will be one year, unless we have written to tell you differently;
Price Manual	The Price Manual containing details of our services and charges, as updated from time to time. If you would like to see a copy of the Price Manual please contact Customer Services or visit our website;
Property	Any place (including a room or part of a building) which you own, work or live in and where your residential exchange line terminates.
Services	Your KC Family Care service, as described in the Price Manual;
Residential exchange line	The KC residential exchange line you have selected for cover by the KC Family Care service.
Website	Our website at: www.k-c.co.uk , as may change from time to time;
We, us, our	KCOM Group PLC;
You, your	The person who asks us to provide the services and who is responsible for the charges. This includes anyone we think is acting for you and your personal representatives if you die;
Your PC	The personal computer that you connect to or use with your residential exchange line or broadband connection.
Your equipment	Any equipment that you connect to or use with your residential exchange line or broadband connection, including your PC.