



## TERMS & CONDITIONS

Last updated June 23<sup>rd</sup> 2011

### 1. Definitions

- 1.1. Within these Terms & Conditions the following definitions shall have the following meanings. The categorisation of definitions (denoted by italics) is designed only to aid readability and shall not imply any special meaning or limitation to any definition.
- 1.2. *"We, Us, Our, Freeola"* means Freeola Limited whose registered office and trading address is at 92-102 East Street, Braintree, Essex CM7 3JW. Company registered in England number 5335999. VAT Reference 859 1100 32. Contact details are available online at <http://freeola.com/support>.
- 1.3. *"You, Your, Customer, User"* means the person with whom We make this agreement.
- 1.4. *"Services Free Of Charge"* means any or all of the products and services which We provide to You free of charge.
- 1.5. *"Freeola Services"* means any or all of the products, information and services offered or supplied by Freeola or its associates trading names or entities whether supplied directly or indirectly including those supplied by other parties via Freeola and including the Services Free Of Charge.
- 1.6. *"MyFreeola"* means the online administration system provided by Freeola for the use of its customers at <http://freeola.com/myfreeola-control-panel>.
- 1.7. *"Public Profile"* means any nickname, image or description established in MyFreeola to represent You to the general public via the Freeola Interactive Sites, whether or not this constitutes a true representation.
- 1.8. *"Submission or Contribution"* means any material, wording or data which You submit to Us for inclusion in the Freeola Interactive Sites which, if published, would constitute a contribution.
- 1.9. *"Your Details"* means any information including Your personal information which You supply to Us but excluding Your Public Profiles and Your Submissions or Contributions.
- 1.10. *"Domain Name"* means a registered unique internet address containing a series of alphanumeric strings separated by one or more full stops such as "Freeola.com" in which the registrant retains usage rights until their registration lapses or otherwise terminates.
- 1.11. *"Your Domain Name"* means any Domain Name registered by You or to You or controlled by You.
- 1.12. *"Freeola500 Domain Name"* means one of the stock Domain Names registered and maintained by Freeola which We make available for use with the Freeola Services.
- 1.13. *"Freeola500 Email Address"* means any email address constructed from a Freeola500 Domain Name and which We make available for use with the Freeola Services.
- 1.14. *"Freeola500 Web Address"* means any URL or web site address constructed from a Freeola500 Domain Name and which We make available for use with the Freeola Services.
- 1.15. *"Current Payment Period"* means the period which Your latest or due regular subscription payment for a particular Freeola Service is intended to cover, normally with a duration of one month, three months or one year.
- 1.16. *"Get Dotted"* is a division and trading name of Freeola Limited established as a domain registrar to handle Domain Name registrations. Any references to Freeola or Get Dotted in these Terms & Conditions refer to the same entity.

### 2. Introduction

- 2.1. These Terms & Conditions shall apply to all of the Freeola Services that We supply to You.
- 2.2. Freeola Services are designed for home or small business use. No service level guarantee is provided for the Freeola Services and We do not guarantee any of the Freeola Services to be continuously available.
- 2.3. The Services Free Of Charge are intended for use in conjunction with a Freeola 0845 Dial-up internet connection or a paid regular subscription to one or more of the Freeola Services. Any circumvention of this requirement constitutes a breach of these Terms & Conditions. Some of the Services Free Of Charge are provided only with specific Freeola Services.
- 2.4. We shall at Our sole discretion be entitled to change the server platform, operating system, infrastructure, configuration, software version, performance levels or any other operational aspect of the Freeola Services.
- 2.5. Where the word "unlimited" or any word or phrase of similar meaning appears in Our description of any of the Freeola Services this does not imply any exemption from any of these Terms & Conditions under any circumstances.

### 3. Changes

- 3.1. These Terms & Conditions may be amended by Us at any time. Revised Terms & Conditions will be posted on the Freeola web site at <http://freeola.com/support> and changes will apply from the date of posting (unless otherwise specified) in respect of any use of the Freeola Services thereafter. You will be deemed to have accepted any alteration or amendment to these Terms & Conditions if You continue to use the Freeola Services after this date.

#### **4. Personal Data, Privacy and Domain Name Privacy Option**

- 4.1. From time to time You will be asked to submit Your Details in order to receive or use the Freeola Services. By entering Your Details in the fields requested You agree to these Terms & Conditions and authorise Us to use Your Details to provide You with Freeola Services and information, process Your payments, respond to Your enquiries, hold Your Details in a computerised database and disclose Your Details or part thereof to Our suppliers where necessary to enable the provision of the Freeola Services or to process Your payments. Our suppliers include providers of telecommunications services, various bodies empowered to control worldwide domain registrations, accredited payment processors and banks. Freeola will remain Payment Card Industry Data Security Standard (PCI DSS) compliant in respect of such information and processes.
- 4.2. When You elect to pay Us by payment card via Our online system We will present You to a PCI DSS compliant payment provider, authorised and approved by Our bankers, operating a secure environment to receive and process Your payments made by payment card. In the interest of Your security Freeola itself will not receive process transmit or store Your full payment card details for payments of this type or for any subsequent regular or recurring payments, thus removing one stage of the financial transaction chain.
- 4.3. You acknowledge that We may from time to time be required under regulations or legislation to cooperate with and disclose data to official bodies, government departments or authorities.
- 4.4. In the course of Your business with Us We may take instructions from a person who We think with good reason is You or is acting on Your behalf. We may ask security questions and We reserve the right at all times to require proof of Your identity.
- 4.5. Freeola will comply with the Data Protection Act 1998 and with guidelines issued by the Information Commissioner's Office from time to time. Freeola does not sell or rent personal details and will endeavour to safeguard the security of Your Details.
- 4.6. When You visit web pages operated by Freeola, Your computer will store files known as "Cookies" to help identify You. Cookies facilitate the use of Our shopping trolley, checkout, login forms etc. and without the use of these or if You disable Cookies on Your browser it may be impossible to offer or supply the Freeola Services to You. Cookies are used on most web sites and this action represents normal practice across the World Wide Web.
- 4.7. Every non-essential e-mail We send carries a mailing preferences link to enable the changing of settings or unsubscribe requests. Essential e-mails from Freeola or Get Dotted, for example reminders of domain expiry dates or changes to connection details for Your account, cannot be unsubscribed online. Correspondence preference settings are available to You within MyFreeola.
- 4.8. Under the Data Protection Act 1998 You have the right to request a copy of Your Details and to have any inaccuracies corrected. In order to cover Our administration costs Our charge for this service is £10. You can request this service by sending a written request to Data Protection Officer, Freeola Limited, 92-102 East Street, Braintree, Essex CM7 3JW. You must enclose a suitable proof of identity and address such as a copy of Your driving licence, utility bill or home phone bill and We may need to contact You for verification.
- 4.9. Some of the registration details provided by You for the purpose of registering Domain Names to You or to any other person may fall into the public domain via the various bodies empowered to control worldwide and regional Domain Name registrations who publish registrant information on the internet as a matter of routine. A Privacy option may be available for You to select during the registration or renewal process and within MyFreeola. The Privacy option varies by domain type and is not available for all Domain Names. Selecting the Privacy option will restrict most or all of Your contact information from general availability on the World Wide Web but does not imply anonymity and will not protect You from investigations or disputes which relate to Your Domain Name. By selecting the Privacy option for a specific Domain Name You authorise Us, Our suppliers and the relevant Domain Name authorities to receive correspondence on Your behalf and attempt to forward it to You.

#### **5. Freeola Interactive Web Sites**

- 5.1. The Freeola Interactive Web Sites display substantial volumes of chat, game cheats, game walkthroughs, customer site listings and other items submitted by the site Users for public viewing. Users who make Submissions or Contributions may qualify for spot prizes from Our competitions. Users of the Freeola Interactive Web Sites are also invited to submit a Public Profile from within MyFreeola allowing them to be identified under a nickname.
- 5.2. You agree that all Submissions or Contributions which You make to the Freeola Interactive Web Sites including any Public Profile which You submit will automatically fall into public view and will individually and collectively become the property of Freeola to alter or republish at will.
- 5.3. You agree that Your use of the Freeola Interactive Web Sites will comply in full with the rules published at those sites and warrant that Your Submissions or Contributions will be suitable for family viewing and will not be defamatory or cause offence or breach the rights of others.
- 5.4. We reserve the right to deny or remove any Submission or Contribution and bar any User from making further Submissions or Contributions for any reason at Our sole discretion and without notification.
- 5.5. You accept that the decisions of Our judges and Our moderators involved in controlling the Freeola Interactive Web Sites and Our competitions will be final.

#### **6. Your General Obligations**

- 6.1. When entering Your Details You agree to provide current, accurate, true and complete information, to keep Your Details up to date where possible within MyFreeola and to otherwise notify Us of any changes within a reasonable timeframe.
- 6.2. You are fully responsible for maintaining the confidentiality of any user names, passwords or access codes assigned to You or chosen by You to access, receive or use the Freeola Services. If You suspect any unauthorised use then You should change Your passwords from within MyFreeola or contact Us urgently.

- 6.3. You agree to comply with any reasonable instructions We may issue to enable You to continue to use The Freeola Services.
- 6.4. When contacting Freeola whether verbally or in writing You shall communicate clearly in plain English without the use of offensive words or mannerisms and without aggression.
- 6.5. You accept that information given to You by Us either in correspondence or verbal discussion is private to You and is not for onward publication or transmission.
- 6.6. You shall not use the Freeola Services to publish, upload, download, share, store, process, link to, post, or otherwise transmit:
  - 6.6.1. any material that is defamatory, obscene, indecent, abusive, offensive, menacing or which may incite violence, cruelty or racial hatred, or which is in any other way unlawful;
  - 6.6.2. any material that infringes or might be used to infringe the copyright, trade mark or other intellectual property rights of any party;
  - 6.6.3. unsolicited promotional e-mail or other bulk e-mail or spam;
  - 6.6.4. computer viruses, Trojan Horses, worms, or other destructive or contaminating code or program or any information that advises any other party how to do such acts;
  - 6.6.5. streaming data, downloads, web pages or any other data which is likely to create a heavy load upon the systems or bandwidth of Freeola;
  - 6.6.6. any payment card numbers or associated information including Your customer payment card details. Regardless of the status of Your web site or the existence of any SSL Certificate You shall not process store or transmit any such payment card information within or via the Freeola Services and You may instead transfer Your customer to a secure server environment operated by a Payment Card Industry Data Security Standard (PCI DSS) approved payment processor providing the payment processor merchant account used for such purpose is held by You and none other and is operated in the approved manner.
- 6.7. You shall not invade the privacy of other users of the Freeola Services or the internet in general and You shall when using the Freeola Services comply with any applicable data protection legislation currently in force.
- 6.8. You acknowledge that the information available on the internet may contain material of an indecent, offensive or unlawful nature. You download or transmit such material at Your own risk. Freeola has no control over such information and You acknowledge that Freeola is not responsible for such information and does not knowingly allow illegal content to be published by users of the Freeola Services. You acknowledge that content control systems of any kind may not prevent all undesired content.
- 6.9. You are solely responsible for backing up any information or other data posted or transmitted by You via the Freeola Services (including any web site pages created and posted by You) and Freeola will not be liable for any loss or corruption of such information or data including but not limited to the loss of incoming or outgoing message data.
- 6.10. You are solely responsible for the content or effect of any program, item, material, information or data which may be received via the Freeola Services including software viruses and You acknowledge that virus protection of any kind may not prevent all viruses.
- 6.11. It is Your sole responsibility to ensure that any software used by You is suitable and complies with all internet standard protocols and all applicable laws and regulations. The entire risk as to the performance and results of such software is assumed by You.
- 6.12. It is Your sole responsibility to ensure that any hardware used by You is compatible with and correctly configured to use the Freeola Services. You agree not to operate hardware which in any way may harm, adversely affect or place undue load on the Freeola Services.
- 6.13. You undertake to fully indemnify and keep indemnified at all times Freeola, its employees and information providers against all costs claims and expenses and any other liabilities suffered by Freeola as a result of Your breach of these Terms & Conditions or of any law, regulation or code of practice relating to the Freeola Services including any claim by a third party due to any such breach. You agree that You will, as soon as possible, notify Us of, and forward to Us all correspondence or communication received by You in relation to any such claims.
- 6.14. If You are dealing with Us as a consumer, nothing in these Terms & Conditions affects Your statutory rights.

## **7. Our General Obligations**

- 7.1. We will at all times endeavour to provide high quality and reliable Freeola Services but do not warrant that Freeola Services will be interruption or error-free or that the transmission of data through the Freeola Services will be secure. You agree that any such interruption will not constitute a breach of this agreement by Us.
- 7.2. We will provide a Freeola support facility which can be contacted online or by phone during Our working hours. We do not charge for this facility but call charges may be payable to Your telephone provider. Call rates may vary if You call from a mobile phone. Freeola shall not be liable for any costs incurred by You in the course of Your contact with the Freeola support facility.
- 7.3. We will provide an online administration system which will allow You to administer most aspects of the Freeola Services. This system is known as MyFreeola.
- 7.4. We will publish Our code of practice and dispute resolution policy specifically relating to any of the Freeola Services which are regulated by Ofcom at [http://freeola.com/legal/code\\_of\\_practice.php](http://freeola.com/legal/code_of_practice.php) and a link to Our contact details and Freeola company registration details on most of the public pages of Our web site.

## **8. Payments**

- 8.1. You agree to pay for each Freeola Service in accordance with Our published charges and payment frequencies using Your payment mandates established in Our sign-up procedure or Our checkout or from within MyFreeola.
- 8.2. Due to the variations in payment frequency and commencement dates across different services You may be required to establish separate payment mandates for each individual service. Charges may be applied pro-rata when incurred in respect of uneven periods.
- 8.3. You acknowledge that Freeola is entitled to collect from You the full amount due for any additional goods or services which We provide at Your request, any charges due in respect of Your overuse or excess, any costs incurred in respect of Your misuse or Your breach of these Terms and Conditions, any amounts remaining unpaid and the net sum value of any billing errors promptly at any time in the future. Please note that all Broadband Excess charges are billed in arrears and some ad hoc charges may incur billing delays through the supply chain and may therefore be presented to You at a later date.
- 8.4. If We are unable to collect Your payment when due or Your payment fails for any reason or if Your payment mandate is withdrawn You must take all necessary action to rectify the situation at the earliest opportunity. If You have established a fallback payment mandate then We will attempt to collect the outstanding payment using this mandate. If We are still unable to collect Your payment We may suspend or terminate Your Freeola Services. In all such cases payment will still be due to Freeola if Your Freeola Services are not specifically terminated in accordance with these Terms & Conditions.
- 8.5. You agree that it is Your responsibility to ensure that suitable payment mandates are in place and We reserve the right to charge You the cost of collecting late payments.
- 8.6. If You have only signed up for the Services Free Of Charge for use via a Freeola 0845 Dial-up connection then no payment mandate is necessary and no direct charges will apply.

## 9. Notice & Termination

- 9.1. You may cancel any or all of the products and services which We provide to You free of charge (the Services Free Of Charge), without giving notice to Us simply by ceasing Your use of such services.
- 9.2. You may allow Your Domain Names to expire without giving notice to Us simply by ignoring Our renewal reminders or You may alter Your settings in MyFreeola to cease receiving renewal reminders.
- 9.3. You agree to provide Us with at least 30 days notice to cancel any of the Freeola Services which You pay for by regular subscription and You acknowledge that such services will cease after 30 days or at the end of the then Current Payment Period whichever is the later, whether You have already paid for this or not, after which We may delete any of Your data which may be stored on Our servers. A shorter notice period will only be accepted by Us if We have enabled instant cancellation of a particular service within MyFreeola and providing You make Your cancellation from within MyFreeola.
- 9.4. Notice to terminate Your Freeola Broadband must be received on Our Freeola Broadband Termination Request form unless there is a specific urgent requirement. Notice to migrate Your Freeola Broadband to another provider or Migration Authorisation Code (MAC) requests must be received on Our Freeola Broadband Migration Request form unless there is a specific urgent requirement. Both forms are available with some guidance at <http://freeola.com/support>. Subscribers to Freeola Broadband are advised to read the Migration Notes paragraph within the Freeola Broadband Internet Connection section of these Terms & Conditions. Broadband termination charges are applied at cost when imposed by regulators or suppliers, particularly for full cessation rather than migration.
- 9.5. You may give notice to cancel all of the Freeola Services which You pay for by regular subscription from within MyFreeola or by writing to Us at Freeola Limited, 92-102 East Street, Braintree, Essex, CM7 3JW. We may ask security questions to confirm Your identity. If You require assistance then please refer to Our support pages at <http://freeola.com/support> or call Our support team on 0871 210 9977 (Calls are charged at 10 pence per minute from a BT landline and charges may vary from other networks or mobiles).
- 9.6. We may terminate Your use of any Freeola Services at any time and where practical We shall provide You with 30 days notice of such termination. We may at Our sole discretion immediately terminate or suspend Your use of one or more of the Freeola Services without advance notification if:
  - 9.6.1. You fail to keep up with any payments due to Us or cancel or deny any payment mandate;
  - 9.6.2. in Our opinion You have breached one or more of these Terms & Conditions;
  - 9.6.3. Your equipment used to access the Freeola Services is considered incompatible with or damaging to any Freeola Service;
  - 9.6.4. Your manner or pattern of use of the Freeola Services is detrimental to the provision of such services to other Freeola Users or indicates in Our opinion a possible breach of these Terms & Conditions;
  - 9.6.5. We experience unforeseen issues with the reliability or provision of any Freeola Service;
  - 9.6.6. We determine that Your usage exceeds that which in Our opinion is commensurate with normal home or small business usage.
- 9.7. We will be entitled to collect any payment due from You or owed to Us by You upon termination of any Freeola Service or to refund any overpayment. We reserve the right to instigate collection procedures including the use of payment collection agencies in order to recover unpaid amounts and We may inform credit reference agencies of Your failure to pay.
- 9.8. Freeola endeavours to supply a comprehensive range of free or low cost services to enable Your best use of the internet. Thousands of people use the Freeola Services in the spirit they are provided for small business and for pleasure. However, a minority of users seek to exploit the Freeola Services in order to make nuisance, commit

fraud, breach the rights of others or publish illegal or insensitive material. In order to combat internet abuse Freeola will act to remove any user who We suspect is misusing or may misuse the Freeola Services.

#### **10. Freeola 0845 Dial-up Internet Connection**

- 10.1. Freeola 0845 Dial-up is a pay as You go dial-up internet connection service for which no monthly fee is chargeable by Freeola and no payment details are required. In addition to internet access most of the Services Free Of Charge are accessible by using Freeola 0845 Dial-up.
- 10.2. When You connect to Freeola 0845 Dial-up You will be charged for low rate telephone calls by Your telephone provider. You assume full responsibility for any call charges payable to Your telephone provider as a result of Your use of Freeola 0845 Dial-up and Freeola are not responsible for any such charges.
- 10.3. Emergency Internet and Isp-Isp are variations of Freeola 0845 Dial-up designed for temporary emergency use or for regular ongoing use and utilising a different 0845 dial-up number which requires minimal user settings. The Services Free Of Charge are not accessible by using Emergency Internet or Isp-Isp and Users who require these services should use the standard Freeola 0845 Dial-up instead.
- 10.4. You are allowed unlimited use of Freeola 0845 Dial-up but We do not guarantee a successful connection on every attempt.

#### **11. Freeola Anytime Internet Connection**

- 11.1. Freeola Anytime is a flat-rate internet dial-up service available to customers with a BT telephone line designed for home users and small business users. In return for freephone dial-up calls to the internet which can only be made from Your choice of telephone number You pay a monthly subscription charge. In addition to internet access most of the Services Free Of Charge are accessible by using Freeola Anytime.
- 11.2. You are permitted to use Freeola Anytime until such time that You exceed the Freeola Anytime usage allowance of 160 hours per payment month. After this period Your account will be denied access to Freeola Anytime until the beginning of the following payment month. Please note that You will still be able to use Freeola 0845 Dial-up or Emergency Internet with low rate call charges.
- 11.3. To prevent abuse of the service or user error We may at Our sole discretion disconnect calls of excessive duration.
- 11.4. You may change the telephone number allowed to access Freeola Anytime once per billing period. If You withhold Caller ID for any dial-up calls to Freeola Anytime access will be denied.
- 11.5. Subscription to Freeola Anytime does not guarantee a successful connection on every attempt. Users are free to redial as often as they wish until a successful connection is made.

#### **12. Freeola500 Domain Names**

- 12.1. Freeola has registered more than five hundred Domain Names which You may use as Freeola500 Web Addresses or Freeola500 Email Addresses in conjunction with the Freeola Services. One example is Englandfans.com.
- 12.2. Freeola500 Domain Names remain the property of Freeola and all rights to the Freeola500 Domain Names and associated subdomains, e-mail addresses or web site addresses are reserved by Freeola.
- 12.3. Freeola500 Domain Names, Freeola500 Web Address and Freeola500 Email Address are intended for personal or private use and should not be used as trading names.
- 12.4. We reserve the right to withdraw any Freeola500 Domain Name or Freeola500 Web Address or Freeola500 Email Address without notice or notification for any reason. Where possible We will endeavour to notify users with at least 14 days notice of such withdrawal and We may suggest or offer suitable alternatives.
- 12.5. You shall not use any Freeola500 Domain Name or Freeola500 Web Address or Freeola500 Email Address to purport connection with any person organisation, company or sporting club even if their identity is apparent as part of that Freeola500 Domain Name. In the event that the public is at risk of assuming such connection then You must display a prominent notice on the relevant web site or email message to correct any possible misinterpretation. Freeola does not claim any connection with, or authorisation from, any such organisations, companies or sporting clubs and is not responsible for any connection assumed by You.

#### **13. Freeola E-mail and Anti-Spam**

- 13.1. Freeola provides email facilities either as part of the Services Free Of Charge or upon payment of a subscription to enable You to send and receive email messages. Freeola email facilities can be used in conjunction with Your hosted Domain Names or by selecting from the Freeola500 Email Addresses which are provided by Us as part of the Services Free Of Charge.
- 13.2. Freeola allows You to establish multiple email addresses and provides an array of facilities such as email forwarding which are selectable from within MyFreeola.
- 13.3. Freeola will provide basic anti-spam and anti-virus filtering on all Your incoming mail messages and offers optional advanced spam and virus checking tools called AEP upon payment of a subscription. You agree that it is impossible for Us to guarantee that this service will stop all spam messages or messages with viruses or malicious content attached or included. You acknowledge that the nature of spam and virus checking technology may mean that on occasion an innocent or genuine incoming e-mail message is falsely detected as containing spam or malicious content (a false positive) and therefore may not be delivered to Your address. Freeola is not responsible for any damage caused by spam messages or messages with viruses or malicious content attached or included which are not detected by Freeola's virus checking systems.
- 13.4. We reserve the right to delete any e-mail messages that have not been downloaded within 60 days of them being received by the Freeola mail servers. You should not rely upon the Freeola mail servers to store Your incoming or outgoing email messages or attachments and Freeola cannot be held responsible for loss of data.

- 13.5. We reserve the right to remove Your e-mail address from the Freeola mail servers upon expiry of any email subscription payment or other termination of Your account.
- 13.6. Freeola500 Email Addresses may automatically be deleted or deactivated if You have not checked Your email within the last 60 days. We may send test messages to You in order to determine if any Freeola500 Email Address is still active. We may attach a short polite message from Freeola or its business partners or advertisers to the end of each e-mail which You send from any Freeola500 Email Address.

#### **14. Freeola Web Space and Hosting, MySQL Database, InstantPro Web Sites, MyForums and Freeola Web Design**

- 14.1. Freeola provides web space on Our web servers either as part of the Services Free Of Charge or upon payment of a hosting subscription to enable You to upload pages and files for the purpose of publishing Your web sites. Freeola web space can be used in conjunction with Your hosted Domain Names or by selecting from the Freeola500 Web Addresses which are provided by Us as part of the Services Free Of Charge.
- 14.2. The ability to utilise scripts written in the PHP and CGI (PERL) languages is included with Freeola web space uploaded via FTP and demands some technical knowledge on the part of the User. An optional MySQL database service is available upon payment of a subscription which provides one MySQL database for Your exclusive use with the ability to create multiple tables.
- 14.3. Freeola does not provide technical support for Your general use of the optional MySQL service. In addition to Your normal access to MySQL from within MyFreeola You may also use a third party MySQL client of Your choice.
- 14.4. Freeola allows You to establish multiple web sites and provides an array of facilities and settings for Your site which are selectable from within MyFreeola.
- 14.5. You are not permitted to use Freeola web space as an offsite backup facility. Therefore, all files uploaded to Your web space should be visible and accessible to the outside world (or web-visible). We reserve the right to delete files or directories that are not web-visible without giving notice to You. This clause is not designed to prevent You from operating a password protected web site.
- 14.6. You are not permitted to use Freeola web space to:
  - 14.6.1. create a web site which in any way contravenes these Terms and Conditions;
  - 14.6.2. create multiple web sites which have the main purpose of redirecting visitors to another web site;
  - 14.6.3. create a web site with file content such as but not limited to images, movies and sounds where the links to such content originate from one or more external web sites. Freeola web space is not designed for use as a file server;
  - 14.6.4. create a web site which is a direct copy or similar copy to another site hosted at Freeola or elsewhere.
- 14.7. If You wish to optimise Your web pages for search engines You agree to use coding and techniques which comply fully with the guidelines issued by Google, MSN, Yahoo and other large search engines. We shall have the right to remove or prevent access to any sites that in Our opinion are using unacceptable techniques such as but not limited to keyword stuffing, keyword spamming, doorway or hallway pages, hidden text, hidden links, page cloaking, multiple pages with same content or multiple single page sites which interlink. All pages of Your web site will be available to search engines unless You take action to prevent this.
- 14.8. We reserve the right to remove or prevent access to any script or page which in Our opinion is causing a high load or degradation of the Freeola Services.
- 14.9. We will not place any advertising messages on any web pages You have uploaded to Your Freeola web space. However, We shall be entitled to display Our own choice of content on any 404 not found error page or other error pages including those which are shown for sites which do not have a valid index page.
- 14.10. You should not rely upon the Freeola web servers to store Your web site designs or content and Freeola cannot be held responsible for loss of data. You acknowledge that Freeola may not be aware of any loss of web site data or other disruption to any web site and You should therefore maintain Your own checks and back-ups.
- 14.11. Freeola500 Web Addresses and their associated web sites may automatically be deleted or deactivated if We have reasonable cause to believe that You have not logged in to Your web space via FTP for a period of at least 90 days.
- 14.12. An optional MyForum service is available upon payment of a subscription which facilitates the addition of chat forums to Your site and provides the ability to edit, moderate and control such forums. Visitors to Your site will be required to create a free MyFreeola account in order to establish a nickname under which to post material on the MyForum section of Your site. It is Your sole responsibility to edit and control Your MyForum and to ensure that all postings and content complies with these Terms & Conditions.
- 14.13. The Freeola InstantPro web site builder can be used to design, manage and publish Your web site quickly and easily via a unique online design and administration system. Freeola InstantPro hosting may be purchased at low cost on subscription, from within MyFreeola, and entitles You to use of the Freeola InstantPro builder, templates and hosting. Freeola will provide one free full InstantPro hosting with each Freeola Broadband connection and one free single page InstantPro hosting with each domain name registered via Get Dotted. InstantPro web sites, including those designed or modified by Freeola Web Design, rely upon a unique administration system which is programmed, designed and updated by Freeola. Consequently, although InstantPro web sites can be moved from one address or domain to another, they cannot be moved to or hosted by any alternative provider. We recommend that You keep a back up of all of Your text, images and components used in the process of making Your InstantPro web site.
- 14.14. An optional Freeola Web Design service is available upon payment of a subscription or by a single payment. The Freeola Web Design service offers to create a new Freeola InstantPro web site for You or to develop, maintain, update or improve Your existing Freeola InstantPro web site and to design web site components. Once You have provided Us with Your design brief and Your content information and accepted Our quotation whether intended by

single or multiple payments then You agree that the work which We perform is custom work bespoke to Your web site and We cannot waive charges or refund payments if You decide to cancel Your instructions for any reason or at any time. We will endeavour to spend at least the amount of time agreed or stated by Us to complete the work to Your satisfaction but We do not guarantee Your satisfaction.

## **15. Free Web Site Promotion**

- 15.1. You agree that We may show Your web site address, screen images, descriptions and a link to Your site from any pages of Our web site at any time whether or not We receive any request from You.
- 15.2. You may, from within MyFreeola, request Us to publish Your web site address and a link to Your web site for the purpose of promotion or to help search engines to find Your web site. Only web sites which are suitable for a family audience will be considered for inclusion. We reserve the right to deny any request for inclusion and to remove any listing for any reason at Our sole discretion without notification.
- 15.3. Web sites listed in the Customer Sites section of Our site may qualify for spot prizes and additional promotion from time to time.

## **16. Freeola and Get Dotted Domain Name Registration**

- 16.1. Freeola and Get Dotted offer the registration of available Domain Names as unique internet addresses for use as web site addresses or email addresses. Domain Name registrations require periodic renewal or will otherwise lapse and may become available again to the general public. Registrants may offer their Domain Name registrations for sale on the open market and registrations are transferable subject to stringent procedures and rules imposed by domain authorities.
- 16.2. Domain Name registrations will normally be handled by Get Dotted which provides domain availability information online at <http://getdotted.com>. Postal correspondence regarding Domain Names should be addressed to Get Dotted, Freeola Limited, 92-102 East Street, Braintree, Essex, CM7 3JW.
- 16.3. Freeola and Get Dotted have no prior claim on any rights whatsoever to the use of Domain Names which You as the registrant have paid Us to register on Your behalf.
- 16.4. Domain Name availability and registrant information displayed on Our web sites relies upon information supplied by the domain authorities. We provide this information in good faith but We do not warrant it to be accurate, complete, up to date or available at all times.
- 16.5. Domain Names successfully registered by Get Dotted will be registered using the details You supply as the registrant. You agree to provide true, accurate and complete information for this purpose. You authorise Freeola and Get Dotted to be the administrator and the published administration contact in your domain registrations for the purpose of their administration only unless and until You request Us to progress a change of administrator. You acknowledge that the process of Domain Name registration may take several days from application and the rules of acceptance are controlled by the relevant domain authority. Please also see the Personal Data, Privacy and Domain Name Privacy Option section of these Terms and Conditions.
- 16.6. You agree not to register offensive words or any construction which may infringe the trademarks, trading names or intellectual property rights of others within Your Domain Names. Successful registration of a Domain Name does not imply the legal right to use that Domain Name or any entitlement to hold that registration and We will not investigate such rights or entitlements. You acknowledge that the relevant domain authority has the right to withdraw offending Domain Names and under such circumstances We will not be liable for any compensation or refund.
- 16.7. By registering a Domain Name with Get Dotted You agree that it is Your sole responsibility to comply with the terms and conditions of the relevant domain authority including but not limited to Your full compliance in the event of an officially lodged domain dispute or dispute resolution procedure. Links to domain authorities are provided for Your reference at <http://freeola.com/legal/domainterms.php>. Neither We nor Our directors, officers, employees or servants nor any expert shall be liable to a party for anything done or omitted in connection with any proceedings under any dispute resolution procedure unless the act or omission is shown to have been in bad faith.
- 16.8. You acknowledge that Freeola has no choice but to comply with any request made as part of an official dispute resolution procedure including but not limited to the transfer of Your Domain Name to another party and in such cases Freeola shall not be liable to You for any refund or compensation.
- 16.9. You may transfer in Domain Names registered by You with another domain registrar so they are managed through Freeola and Get Dotted to enable them to be used in conjunction with the Freeola Services. Or You may transfer out Domain Names registered by You to another domain registrar subject to payment of Our published administration charge. Such transfers constitute a transfer of registrar not a change of registrant. The process of transferring a Domain Name from one registrar to another is controlled by the relevant domain authority.
- 16.10. Payment of a registration fee or renewal fee or administration fee to Get Dotted does not imply acceptance. Where it transpires that a Domain Name applied for is unavailable, delayed, declined or for any reason the registration is cancelled by any authority or if any error or technical fault by any party results in the loss of the Domain Name after payment of a registration fee or renewal fee or administration fee then You may be reimbursed in full the fee paid but You shall not be entitled to any further compensation.
- 16.11. If We inform You that Your Domain Name registration or renewal or change of details was successful You agree to personally double-check this to verify that the correct details of the Domain Name registrant and expiry date appear in the domain authority's WHOIS output. You may do this by entering the domain name into the normal search box at [Getdotted.com](http://Getdotted.com) where one click on an underlined domain normally reveals the WHOIS data for that domain including the name of the person to whom the Domain Name is registered and the expiry or renewal date.
- 16.12. You acknowledge that unless You renew Your Domain Name registrations before their expiry dates then Your Domain Name registration will lapse and this may cause You to lose all rights to Your Domain Name. Freeola Services cannot be used in conjunction with Domain Names which have expired. You agree and acknowledge that

responsibility for renewing Your Domain Name registrations before their expiry dates rests solely with You. Get Dotted may attempt to contact You prior to the expiry date of Your Domain Name registrations but We do not guarantee or warrant that such communications will reach You. Expiry dates are displayed in the domain authority's WHOIS output and may also be available to You within MyFreeola.

- 16.13. You are entitled to host Your Domain Names for use in conjunction with Freeola Services providing You registered the Domain Name through Get Dotted or You transferred in the Domain Name to Get Dotted management.
- 16.14. We shall be entitled to remove hosting entitlement and delete any associated files without notice for any expired Domain Name or any Domain Name where the Domain Name itself or part of its construction is in Our opinion rude, offensive, unsuitable for a general audience or likely to breach the lawful rights of any party.
- 16.15. Freeola reserves the right to show temporary advertising content on the web site of any Domain Name You have registered with Get Dotted or hosted with Freeola where You have not yet uploaded any web pages of Your own.

#### **17. Free Sell Your Domain Facility**

- 17.1. You may, from within MyFreeola, request Us to advertise Your Domain Names in the Domains For Sale section of Our site for the purpose of offering the rights in Your Domain Name registrations for sale. We reserve the right to deny any request for inclusion and to remove any advertisement or listing for any reason at Our sole discretion without notification.
- 17.2. Inclusion of Your Domain Names in the Domains For Sale section of Our site does not imply or create any obligation to actually sell Your Domain Names. We will attempt to contact You with any response to Your advertisement or listing and You will be wholly responsible for any transaction which occurs as a result of such response.
- 17.3. When submitting Your Domain Name for inclusion You are required to enter a realistic selling price for Your Domain Name or You may select 'Make Offer' instead.
- 17.4. Our promotional material may be included with the pages which advertise Your Domain Names.

#### **18. Freeola Broadband Internet Connection**

- 18.1. Freeola Broadband, which is also known as ADSL, provides high speed internet connection where available subject to an initial activation fee to new broadband users and a monthly subscription charge based on data transfer tariffs. In addition to internet access most of the Services Free Of Charge are accessible by using Freeola Broadband. Excess data transfer charges are applied if You exceed Your data transfer limit. Termination charges are applied at cost when imposed by regulators or suppliers, particularly for full cessation rather than migration.
- 18.2. When You apply for Freeola Broadband Our system will display an initial availability check to determine whether You will be able to migrate an existing connection or activate a new one. Information from this system including availability is not guaranteed and should always be considered to be provisional until an actual activation takes place. Furthermore, accurate data relating to maximum speeds and other performance issues may not be available until at least 10 days following activation of Freeola Broadband.
- 18.3. Freeola will endeavour to keep You informed and provide instructions and support during the migration or activation process and will endeavour to launch the broadband connection by the date stated in Our confirmation letter or email. However no guarantees are given due to the possibility of unforeseen technical circumstances.
- 18.4. If for any reason We are unable to supply Freeola Broadband to You We will advise You as soon as possible and arrange for any monies paid in advance in lieu of the service to be refunded to You. If on the day following the activation date You are unable to use Freeola Broadband You should contact Us at Your earliest opportunity to report a failure to launch. We will investigate this and attempt to resolve it as soon as possible. Providing You have reported the failure to launch within 48 hours of the stated activation or migration date and You are not in any way responsible for the fault We will arrange for a credit to be raised in lieu of any unusable period upon request.
- 18.5. Freeola reserves the right to decline or cancel any application for Freeola Broadband at Our sole discretion at any time during the migration or activation procedure. Some migrations and some activations are not successful.
- 18.6. Migration can save You the cost of a new activation if You are currently receiving BT ADSL broadband from another internet service. In the first instance Your existing provider must provide You with a Migration Authorisation Code (MAC). When You have this code You should enter it into Our online broadband application when requested. If You have already ceased Your existing connection You will not be able to obtain a MAC and a new activation will be required. On the day Your broadband is due to be migrated You will need to change the connection User name and Password stored on Your computer or in Your ADSL router to the new settings provided by Freeola. We will endeavour to provide clear instructions and assistance with such settings.
- 18.7. You may cancel Your order for Freeola Broadband up until the start date. You agree that We shall begin the provisioning process for Freeola Broadband from the start date. After the start date the Consumer Protection (Distance Selling) Regulations 2000 do not apply.
- 18.8. Freeola Broadband products are designed for normal home and small business use only. Where the word "unlimited" or any word or phrase of similar meaning appears in Our description of any Freeola Broadband tariff or offer this does not imply any exemption from any of these Terms & Conditions under any circumstances, but merely that excess charges do not apply to that particular part of that tariff or offer. For the avoidance of doubt We do not consider the unauthorised upload, download, swapping or sharing of copyright media files to fall within normal home and small business use.
- 18.9. Freeola Broadband does not offer any guaranteed speed or service levels. Service speeds may vary at any time due to contention, internet conditions, telecommunications load or Your equipment. Due to the nature of Freeola Broadband and all ADSL based products Freeola will under no circumstances offer refunds or discounts in lieu of service speeds or availability failing to reach Customer expectations.

- 18.10. We reserve the right to enforce data traffic management techniques at any time in order to maintain a high quality service for all Users of The Broadband Service.
- 18.11. Your data transfer usage can be monitored by You from within MyFreeola. If Your Freeola Broadband tariff specifies data transfer limits and You exceed these in any given month We will apply data excess charges at Our published rate to Your next monthly bill. You may change Your choice of tariff from within MyFreeola subject to payment of a small administration fee shown during the process. Tariff changes are applied from the start of the next payment period. Freeola reserves the right to deny any tariff change for technical or operational reasons.
- 18.12. If You experience a fault with Your Freeola Broadband connection You should report this to Us at Your earliest opportunity. Our staff will attempt to diagnose the cause of the problem and if third party intervention is required, We will escalate the fault to Our suppliers for resolution. In such cases We will write to You to set out clearly Our procedure to resolve the fault. We are unable to guarantee resolution of all reported faults or issues.
- 18.13. If You have reported a fault then Freeola or Our supplier may choose to send an engineer or representative to Your premises to investigate. Prior to sending the engineer We will notify You of the date and time band. If no fault is found or the fault is attributable to incorrect set-up or other actions by You or if the engineer is unable to gain access to Your premises then Freeola or Our supplier reserve the right to bill You for reasonable costs or standard charges relating to the visit. If the engineer or representative fixes a genuine fault beyond Your reasonable control or scope of responsibility a charge will not normally be made.
- 18.14. We shall not provide compensation for any period of time where You are unable to access The Broadband Service due to a fault with Your connection equipment regardless of who supplied the equipment.
- 18.15. If for any reason the BT telephone line used to provide Your Broadband Service is ceased and We have not received any official notice of Your intentions We will request an immediate termination of Your Freeola Broadband. Freeola reserves the right to recover any outstanding payments due including at Our sole discretion an administration fee of £25 in lieu of the additional work We incur as a result of such terminations.
- 18.16. We are unable to move a Freeola Broadband connection directly from one premises to another, even if You move Your broadband telephone number. If You move premises You should follow Our termination procedure in accordance with the Notice & Termination provisions within these Terms & Conditions. Please then sign-up for a new Freeola Broadband in the normal manner for Your new premises.

#### **18.17. Freeola Broadband Payment Procedures**

- 18.17.1. When You apply for Freeola Broadband You will be asked to pay an activation fee or migration fee plus the monthly charge for the Freeola Broadband tariff You have chosen plus any hardware or accessories You have chosen. This amount must be paid by a credit or debit card.
- 18.17.2. For Your ongoing regular subscription payments for Freeola Broadband We will request a Direct Debit mandate from You and We may establish a fallback payment mandate using the credit or debit card used when placing Your order which may be charged in the event of a payment failure on Your Direct Debit mandate.
- 18.17.3. Your Current Payment Period may not align with Your actual payment dates and may require adjustment pro-rata to co-ordinate with Our payment collection cycles. Any pro-rata adjustment will be based on Your daily rate calculated as a proportion of Your monthly Freeola Broadband tariff. In practice this means that some charges may be for more than a month or less than a month especially during the early months and although We require monthly payments in advance We may in fact defer collection by several days into the Current Payment Period.
- 18.17.4. Elements of Freeola Broadband such as excess usage charges, call-out charges or cessation fees may be charged in arrears.
- 18.17.5. Freeola reserves the right to withdraw promotional discounts at its sole discretion if one or more of Your regular subscription payments fail.
- 18.17.6. Freeola reserves the right to change the range or scope of Broadband Tariffs and promotions at any time. Price increases or changes to Broadband Tariffs which negatively impact Your Broadband Tariff will be notified to You no less than 30 days in advance. We are under no obligation to notify You in advance of price decreases.
- 18.17.7. Terms and conditions shown under the heading of Payments in these Terms & Conditions also apply.

#### **18.18. Freeola Broadband Migration Notes**

- 18.18.1. If You wish to migrate Your Broadband Service to an alternative provider You should request a Migration Authorisation Code (MAC) from Us which will allow Your connection to be migrated with limited interruption to Your chosen new provider. You agree that We will continue to charge You for Freeola Broadband until such time that We receive notification from Your new provider that Your connection has been successfully migrated. Furthermore You agree and understand that if You subsequently request a termination or if We are unable to collect Your monthly payment and are forced to request a termination the migration will almost certainly fail. Freeola shall not be responsible for any outcome as a result of this including but not limited to activation fees charged by Your new provider.

#### **19. Assignment, Enforceability, Waiver & Jurisdiction**

- 19.1. Freeola is an independent limited company registered in England number 5335999. In the event of any change of trading name, ownership or merger all the data held by Us will be assigned to the new corporate entity.
- 19.2. If any of the provisions of this agreement are found by any court to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Failure or neglect by Freeola to enforce at any time any of the provisions of this agreement shall not be deemed a waiver of Freeola's rights hereunder nor prejudice Freeola's rights to take any subsequent action.

- 19.3. Failure by You or Us to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.
- 19.4. A waiver of any rights under this agreement is only effective if it is in writing and it applies only to the party to who the waiver is addressed and for the circumstances it is given.
- 19.5. These conditions shall be governed by and construed in accordance with English Law. Both You and Freeola hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts for the purpose of hearing and determining any dispute arising out of this agreement and for the purpose of enforcement of any judgement.

## **20. Availability and Force Majeure**

- 20.1. We will endeavour to offer the Freeola Services as advertised but may at Our sole discretion alter, suspend or withdraw any of the Freeola Services on a per Customer basis or in its entirety without notification or notice to You.
- 20.2. Freeola gives no warranties, conditions or representations express or implied, statutory or otherwise in relation to the availability of the Freeola services. In particular, We shall not be liable for any delay or failure to perform any of Our obligations if the delay or failure results from events or circumstances outside Our reasonable control, including but not limited to acts of God, strikes, lockouts, accidents, war, fire, malicious damage, compliance with any law or governmental order, rule, regulation or direction, failure of a utility service or transport network, or default of suppliers or sub-contractors.
- 20.3. We may at any time without notification or notice to You remove from any server used or operated by Us any information hosted, sent or received by You.

## **21. Limitations on Liability**

- 21.1. You acknowledge and agree that You are not relying on any oral or written representation, statement or understanding made or given by any of Our employees, agents, sub-contractors or representatives other than as expressly set out in these Terms and Conditions.
- 21.2. Freeola makes no representations or warranties about the accuracy, completeness or suitability for any purpose of any advertisement or information published by Us or received by You from Us. Such material may contain technical inaccuracies or typographical errors. All liability of Freeola however arising for any such errors or inaccuracies is expressly excluded to the fullest extent permitted by law.
- 21.3. Freeola does not exclude or limit its liability in negligence for death or personal injury or for fraud, or otherwise in so far as any exclusion or limitation of its liability is void, prohibited or otherwise unenforceable by law. Subject to this Freeola is not liable under any circumstances for any loss or damage whether direct or indirect which results or may result from Your use of the Freeola Services (including but not limited to corruption or loss of data, defects, delays in transmission, loss of profit and goodwill or any failure or unavailability of the Freeola Services) or for any reliance on or use of information, services or goods purchased on or through the Freeola Services. Freeola shall not be liable to You for any act or omission of any other entity furnishing products or services which are required by You to use the Freeola Services.
- 21.4. Neither Freeola nor any of its directors employees or other representatives will be liable for loss or damage arising out of or in connection with Your viewing of or Your use of any web site, file, system or program including (without limitation) those published by Us, mentioned by Us, hosted by Us or linked to or from Our web sites or emails.
- 21.5. Notwithstanding the foregoing none of the exclusions and limitations in these conditions is intended to limit any rights You may have as a consumer under local law or other statutory rights which may not be excluded. In circumstances where there is a liability but which it is lawful to limit the aggregate liability of Freeola shall not exceed the charges paid to Us by You.