

## EZ-NET TERMS & CONDITIONS

Please read these Ts&Cs carefully as they contain important information about the service, its use and limitations; about the agreement between you as a customer and EZ-Net which is a trading name of Falcon Technical Limited (Falcon Technical); how to manage your account; changing or terminating your contract, subscription and Minimum Contract Period; and your Consumer Rights. In particular, your attention is drawn to Section 13 – Unacceptable Use.

In summary, we will only provide service to those who pay their bills on time and don't do anything illegal or offensive or which is an abuse of the system (such as overuse, disruptive software, malware etc) or which degrades the service for other users.

We will use our best efforts to provide the service but, since the internet is a shared resource, no performance guarantees can be given.

If your application is accepted, agreement to these Ts&Cs is required to use the Service

### 1. INTERPRETATION

- 1.1. In this Contract unless the context otherwise requires:
- 1.2. "EZ-Net" is a trading name of Falcon Technical Limited (Falcon Technical).
- 1.3. "Falcon Technical" means Falcon Technical Limited, whose registered office is at Hill Farm, Northwich Road, Dutton, Cheshire, WA4 4LE.
- 1.4. "Account", "Your Account", "Your "My Account"", mean the Subscriber, Service and Account details registered by Subscriber and provided by Falcon Technica in order to provide the Service to the Subscriber.
- 1.5. "Activation Charge" is the Charge payable to create a new Account. "Re-activation Charge" is the Charge payable to re-activate an Account which exists but has been terminated but not yet deleted.
- 1.6. "Broadband Service Provider" means the company that makes available the Service.
- 1.7. "Broadband Software" means any software that may be provided by Falcon Technical or the Broadband Service Provider to enable Subscriber to access or use the Service.
- 1.8. "Charges" means the charges payable by the Subscriber, details of which are publicised at [www.ez-net.co.uk](http://www.ez-net.co.uk)
- 1.9. "Content" means any data, information, graphics, video, sound, music, photographs, software and any other material (in whatever form), which may be made available to Subscriber as part of the Service.
- 1.10. "Contract" means these terms and conditions and any documents referred to in them and the Registration and Payment Forms including the Charges for the Service and any Promotional and Special Offer Terms and Conditions which may apply to particular orders and subscriptions at the time.
- 1.11. "Early Termination Charge" (ETC) is the amount payable when terminating this agreement before the Minimum Contract Period has ended.
- 1.12. "Equipment Set", "Equipment" and "Terminal" are equivalent terms describing the combination of dish and transceiver Outdoor Unit (ODU) and satmodem Indoor Unit (IDU) and associated equipment supplied by us.
- 1.13. "MAC address" means the MAC address of the receive device the Subscriber uses to access the Service as described to Falcon Technical in the Registration and Payment Forms.
- 1.14. "Minimum Contract Period" (MCP) means the period of time you will have to agree to stay with us when placing the order at which time both the period and the level of charges payable will be identified. Minimum Term and Minimum Contract Term references in other documents should be interpreted as "Minimum Contract Period".
- 1.15. "Minimum Contract Period", "Early Termination Charge" and "Minimum Notice Period" terms are defined as per OFCOM definitions.
- 1.16. "Minimum Notice Period" (MiNP) is the amount of notice required by us from you when you wish to give notice.
- 1.17. "Registration and Payment Forms" means the online registration and payment forms located at [www.ez-net.co.uk](http://www.ez-net.co.uk) and the subscription and equipment order forms submitted by Subscriber with Subscriber details.
- 1.18. "Service" means the SES Broadband Service (SBBS) also known as ASTRAConnect and ASTRA2Connect (A2C), a method of accessing the Internet as described at the URL [www.ez-net.co.uk](http://www.ez-net.co.uk), or such other services as Falcon Technical may offer; such Service may change from time to time.
- 1.19. "Start Date" means the date when the Subscriber agrees to be bound by these Terms and Conditions by clicking on the Send Registration button online, by returning the subscription and equipment order forms or by purchasing the service or items by phone.
- 1.20. "Subscriber" means the person or legal entity with which Falcon Technical makes this Contract.
- 1.21. "Ts&Cs", "Ts and Cs" are equivalent terms to "Terms and Conditions".

### 2. SERVICE ACCOUNTS

- 2.1. To use the service requires Subscriber to open an Account by subscribing online and accepting the Ts&Cs.
- 2.2. One Account will provide a single unique Username with the ability to use the Service via a specific single Equipment Set (including the satmodem with specified MAC address).
- 2.3. Each Account must have Subscriber Billing Details including a payment card associated with it.
- 2.4. Only one connection, Equipment Set and installation can be associated with each Username / Account.
- 2.5. Each Username / Account can only have one connection, Equipment Set and installation associated with it.
- 2.6. If multiple terminals and connections are required, a separate Account must be opened for each. It is not possible to have a single Username / Account with Multiple Equipment Sets.

### **3. MANAGING YOUR ACCOUNT**

- 3.1. Your Account is managed online by email or telephone. We will contact you about your account with us via email so you must always keep your email address and other details up-to-date with us.
- 3.2. VAT Invoices are available on request.
- 3.3. You can get your data consumed, speedstep, your monthly data reset date, purchase a Reset or change package by emailing or calling us.
- 3.4. Please also ensure you set your spam filter to accept our emails or you may miss important notifications such as invoice reminders and risk being cut-off due to non-payment.
- 3.5. You must also keep your credit / debit card details up-to-date so that payments don't fail or service may be withdrawn due to non-payment.
- 3.6. The information that Subscriber provides on Registration shall be true, accurate and complete. Subscriber agrees to inform Falcon Technical of any changes to Subscriber's Account Details immediately.

### **4. CHARGES AND BILLING**

- 4.1. Subscriber agrees to pay the Charges for the Service, Equipment and other items as described at the time of order.
- 4.2. VAT Invoices are available on request.
- 4.3. A valid credit or debit card must be given prior to dispatch. Subscriber must keep these details up-to-date or service may be withdrawn due to non-payment.
- 4.4. Activation and the first Charges are due prior to dispatch.
- 4.5. Subsequent Charges will be due on the monthly anniversary date or anniversary date of activation as appropriate.
- 4.6. Upgrade, Downgrade, Reduced Downgrade and Re-activation Charges are due on the date the instruction is confirmed to us by Subscriber.
- 4.7. Continued access to the Service will incur a charge payable on the Start Date and charges thereafter paid by the payment card given by Subscriber. The frequency and value of subsequent charges will be established at the time of the latest order for the Service.
- 4.8. Failure to pay the charges will result in access to service being withdrawn.
- 4.9. Subscriber may purchase TopUps and Resets online for which payments are immediately due and will be taken automatically from the card details given by the Subscriber.
- 4.10. If the Subscriber allows the Account to lapse for any reason or terminates it, it may be re-activated if it has not been completely deleted on payment of a Re-activation Charge – currently 50% of the Activation Charge in force at the time.
- 4.11. If the Account no longer exists on our system, then a new Account will need to be setup and for which a full Activation Charge will be due.
- 4.12. Unless stated otherwise, all Charges for the Service are inclusive of Value Added Tax at the UK rate of 20%.

### **5. EQUIPMENT SET OFFER**

- 5.1. The full price for an Equipment Set is £1050 incl. UK VAT @ 20%.
- 5.2. A new Subscription Account and Contract qualifies to purchase one Equipment Set at a subsidised price. The subsidised price is published on the website both before and at the time of order.
- 5.3. Only one Subsidised Equipment Set is offered with each new Account.
- 5.4. The Subsidised Equipment Set price may change from time to time.
- 5.5. If a Subscriber's Equipment Set is damaged and requires replacement, or if a Subscriber wishes to purchase a new Equipment Set for use with an existing Account for any reason, the full unsubsidised price applies.

### **6. SPECIAL OFFER / PROMOTIONAL OFFER RESTRICTIONS**

- 6.1. Only one Special Offer may be claimed by each new Subscriber / Account. Subscribers who have already had a Subsidised Equipment Set and / or a Special Offer do not qualify for a second one even if they let their original subscription contract lapse.
- 6.2. Special Offers will have their own Terms and Conditions in addition to these standard Ts and Cs. Special Offers may be introduced and withdrawn at any time. For More information, click on the appropriate link.

### **7. TITLE TO EQUIPMENT AND OTHER GOODS, LIABILITY OF RISKS**

- 7.1. Falcon Technical retains Title to the Equipment Set purchased and any other goods supplied until they have been paid for in full.
- 7.2. Falcon Technical retains Title to any Equipment Set and other goods supplied under any Rental Agreement.
- 7.3. All risks associated with the Equipment whether Purchased, Rented or otherwise supplied shall pass to you upon delivery and it will be your responsibility to insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage from this point;

### **8. RENTAL**

- 8.1. Where you have rented the Equipment from us, the following terms and conditions apply:-

- 8.2. You agree not to do or allow anything to be done that may cause damage to or interfere with the Equipment or prevent easy access to it or recovery of it;
- 8.3. You also guarantee that no other party besides us (or our agent or nominee) shall have rights of ownership, possession or use of any item of the Equipment or shall have any charge or other right or power over any item.
- 8.4. From the time we deliver the Equipment to you until you return the Equipment to us you must take reasonable care of it. You must not and must not allow anyone else (other than our representatives) to add to, interfere or modify the Equipment in any way.
- 8.5. You agree that you shall be responsible for any loss or damage to the Equipment. Wilful destruction or abuse of the Equipment by you will result in reasonable additional Fees being made.
- 8.6. Should the Equipment become lost, stolen or damaged for whatever reason before you return it to us you agree to notify us of such circumstances immediately. In the event of such loss or damage, you agree to pay the full replacement value of the Equipment £1050 plus whatever other goods were supplied.
- 8.7. That you shall not dispose of or deal with any of the Equipment in any way by, for example, trying to sell it or hire it to anyone else, or by putting it up as security for a loan, mortgage or charge, or allow any of the Equipment to be seized under any legal process.
- 8.8. When the Equipment is returned to us, it must be in good condition and in full working order. Otherwise, you shall be liable to us for the lesser of either a compensation payment calculated with regard to the full cost of the Equipment and the length of time rented, or in circumstances where (in our sole opinion) economic repair is reasonably feasible, the cost of repair and our reasonable expenses in administering such a repair.
- 8.9. We provide you with the Equipment on the condition that you comply with your obligations under these Ts&Cs. If you fail to comply with these Ts&Cs, or if we reasonably suspect that you have failed to comply, we shall have the right to demand that you return the Equipment to us and/or and remove the Equipment from your possession. In such circumstances, you will permit us free and safe access to your premises and/or obtain any necessary landlord, building or occupier consents required for us to achieve the return of the Equipment.

#### **9.WARRANTY, SUPPORT & SERVICE CALLS**

- 9.1. Warranty on any Equipment supplied shall be on a "Return to base" basis. That is; you must return the Equipment to us for test and repair or replacement as required.
- 9.2. Equipment must be in its original box and then securely and safely packaged in an outer carton suitable for the purpose.
- 9.3. Costs of return to us and suitable packaging are your responsibility. We will cover the cost of packaging and despatch to you, usually via courier.
- 9.4. During any warranty period, we shall have responsibility for repair or replacement of our Equipment except that you accept full responsibility for cost of repair or replacement of our Equipment when the damage or problem has been caused by your negligence, misuse, abuse or violation of any part of this Agreement that is out of our control.
- 9.5. Wind damage, impact to the ODU, damage other than fair wear and tear are all expressly excluded.
- 9.6. We do not offer support on equipment or accessories not supplied by us.
- 9.7. Support is offered only by phone, email or letter to our front-line Customer Desk.

#### **10.SERVICE PROVISION**

- 10.1. Falcon Technical agrees to provide Subscriber with the Service on the terms and conditions of this Contract and in performing Falcon Technical's obligations under this Contract Falcon Technical will exercise the reasonable care and skill of an Internet Service Provider.
- 10.2. The Service can only be provided to computer systems that are operating normally and without any infection by viruses or Trojans or other malware that may put other users at risk. Subscriber acknowledges that such use breaches the Unacceptable Use Section 13 and undertakes to keep their system updated, operating normally and kept free of such malware.
- 10.3. The Service may only be used within the Service Zones as published on the website and as selected by you online at time of order.
- 10.4. To use the Service the Subscriber must have initiated the Start Date defined in 1.19 and have been notified by Falcon Technical that Subscriber has been accepted to use the Service.
- 10.5. Provision of the Service is dependent upon a satisfactory installation. Initiating the Start Date does not mean the Service can be successfully activated or that the Subscriber's application has been accepted.
- 10.6. The Service can only be provided to installations which pass the signal checks as part of the setup procedure.
- 10.7. The Service can only be provided to satmodems connected to a correctly installed Outdoor Unit (dish/transceiver). The satmodem includes a user interface reporting operational status and tests for the Subscriber to check.
- 10.8. Subscriber must ensure that any equipment or services connected to or used with the Service is used in accordance with any instructions and safety procedures provided by the suppliers of that equipment and services.
- 10.9. The Service is provided to the Ethernet port on the satmodem. Falcon Technical does not support Subscriber networks setup, configuration or operation other than the information provided in the equipment User Manual.
- 10.10. Subscriber agrees that in order to receive the Service some modifications may need to be made to Subscriber's PC and its operating software to make it operate with the Service. As with any installation of new hardware or software a full back up of the software (including operating software) on the PC should be made before any changes to that software

are made. Falcon Technical hereby excludes liability for any claims, loss, demands or damage of any kind whatsoever with respect to the Service, including, without limitation, direct, indirect, incidental, or consequential loss or damages, whether arising from loss or profits, loss of revenue, loss of data, loss of use or otherwise and whether or not the possibility of such loss has been notified to Falcon Technical.

10.11. Falcon Technical expressly disclaims any and all warranties express or implied, to the extent permitted by applicable law, including without limitation satisfactory quality, fitness for particular purpose with respect to the Service. Nothing in this Contract removes or limits Falcon Technical's liability for death or personal injury or fraud caused by something Falcon Technical has done or has failed to do.

## **11. SERVICE PARAMETERS, PACKAGES AND PERFORMANCE**

11.1. Falcon Technical cannot accept any responsibility for any defects, errors or faults in the Service but will endeavour to correct reported faults as soon as reasonably possible. The Service is distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied.

11.2. The internet is a shared resource and because of that, performance can not be guaranteed.

11.3. The service is delivered by satellite and is dependent on the quality of the individual installation, atmospheric conditions at both ends of the satellite link and the satellite operation itself. In normal operation, availability should be better than 99% but no specific guarantees on availability or performance can be given.

11.4. The service is a "high-latency" service because the satellites that deliver it are in geo-stationary orbit some 22,300 miles above the earth. Typical latency is of the order of 500 – 900ms although higher ping times are not uncommon. This high latency means a satellite service will be slower to respond than the equivalent terrestrial service – although when it does, the speed will be high. It is not suitable for applications such as gaming where low latency is required.

11.5. Many VPNs work effectively over satellite. VPNs do not permit the use of added compression which is used to enhance speed over the satellite link so performance may be lower than non-VPN traffic. Some VPNs need to be configured to allow the higher latency of satellite. Some VPNs may not be configurable to work well or at all with satellite.

11.6. Service parameters, including connection speed and data allowances, are specified for the overall connection as delivered to the satmodem. Where the connection is shared between other computers and devices, the speed and data are also shared.

11.7. Service is provided in "Packages" which vary in type, speed and data allowances. Data allowances apply independently to download and upload.

11.8. Packages allow a set data amount for upload and download each month, plus an extra follow-on amount at a lower speed if the normal amount is used up.

11.9. Subscriber acknowledges and accepts that the maximum speeds in the description of the Service, including speed steps and follow on speeds, are upper limits to the potential speed, not actual speeds at all times. These upper limits will be reduced by congestion at peak times.

11.10. Actual speeds achieved will be affected by many factors including:

11.10.1. internet congestion at the time;

11.10.2. performance of any router or other network device installed by Subscriber;

11.10.3. performance of local wi-fi connection and environment;

11.10.4. performance of Subscriber computer(s) and browser(s) which must be operating normally (i.e. without any errors or error messages or system warnings) and with an operating system kept up-to-date with all updates and patches applied;

11.10.5. number of computers and other internet enabled devices using the Service;

11.10.6. number of TCP sessions opened;

11.10.7. number and nature of applications and downloads running in the background;

11.10.8. malware and virus infection on Subscriber's computer or other devices with access to Subscriber's local network;

11.10.9. speed step of the Subscriber's chosen package as determined by the amount of data used in conjunction with the usage parameters of that package as stated in the Service Package Description;

11.10.10. performance of the website or internet service that the Subscriber is attempting to use;

11.10.11. performance of the speed test server and the connection established between this server and the Subscriber's computer running the speed test.

11.11. The Service may be suspended for operational reasons (such as maintenance or upgrades) or because of an emergency. Before suspending or interrupting the Service Falcon Technical will give Subscriber as much notice as is reasonably possible. Falcon Technical will restore the Service as soon as possible after any suspension.

11.12. For operational reasons, Falcon Technical may have to alter technical specifications associated with the Service but before doing so will give Subscriber as much notice as possible.

11.13. Falcon Technical may give Subscriber instructions concerning the use of the Service and Subscriber agrees to observe such instructions as are issued.

## **12. INTERNET SERVICE**

12.1. Falcon Technical is not liable whether in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications services or for the faults in or failures of their networks and equipment.

12.2. Subscriber agrees that Falcon Technical has no control over the information that can be accessed by using the Service, and that Falcon Technical does not control the use to which Subscriber puts the Service or the nature of the information Subscriber is sending or receiving.

12.3. The Service provides the Subscriber with an ability to use the internet. The internet is separate from the Service and use of the Internet is at Subscriber's own risk and is subject to any applicable laws. Falcon Technical has no responsibility for any goods, services, information, software, or other materials obtained by Subscriber when using the Internet.

12.4. Subscriber also acknowledges that data transmitted via the Internet may be protected by third party rights, including inter alia, intellectual property rights and copyright. Subscriber is solely responsible for the data Subscriber consults and transfers via the Internet, and Subscriber may not transmit or request data that violates or may violate any third party's rights.

12.5. Subscriber hereby acknowledges and agrees that the Internet is not a secure network, in particular regarding data transmissions. Accordingly, Falcon Technical does not warrant the integrity, authentication and confidentiality of the information, files and data exchanged by Subscriber via the Internet. Subscriber is responsible for taking all appropriate steps to protect Subscriber's data and/or software from corruption, virus contamination or intrusion in Subscriber's computer.

12.6. Restrictions on Use:

12.6.1. Subscriber must not re-sell or attempt to re-sell the Service;

12.6.2. Subscriber will not use the Service in a way that does not comply with the terms of any legislation or any license applicable to Subscriber or Falcon Technical or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

12.6.3. Additional terms and conditions may be displayed online or elsewhere relating to particular Services. If Subscriber chooses to access such Services, Subscriber will need to comply with such additional terms and conditions.

### **13.UNACCEPTABLE USE**

13.1. Falcon Technical reserves the right to refuse the Service and terminate this Contract, without liability, if the Subscriber, or anyone using the Subscriber's account, uses the service:

13.1.1. fraudulently, for fraudulent purposes or in connection with any criminal offence;

13.1.2. in an unlawful manner, in contravention of any applicable legislation or license;

13.1.3. via computers or networks or other systems or devices which are infected with viruses, Trojans or other malware whether or not Falcon Technical has notified Subscriber of such malware;

13.1.4. via computers or networks or other systems or devices in an infected state once this has been advised to subscriber by Falcon Technical or other people whether or not on behalf of Falcon Technical;

13.1.5. to download an unreasonably large amount of data when compared to the published Service Package Description Limits

13.1.6. in a way that does not comply fully with any instructions that Falcon Technical has given Subscriber;

13.1.7. in such a way that degrades the Service to other Subscribers, as determined by Falcon Technical;

13.1.8. in such a way that is uneconomic for Falcon Technical;

13.1.9. in such a way to cause annoyance, inconvenience or needless anxiety;

13.1.10. for transmission of any data which is prohibited, illegal or contrary to international public order, such as, but not limited to, pornography, paedophilia, fascist and/or terrorist related information;

13.1.11. for hacking or any attempt to illegally use, manipulate, or appropriate data or information via the Internet, including, but not limited to, breaking security of any online systems, such as, without limitation, e-commerce Internet sites, financial institutions, and any other activity prohibited by law.

13.1.12. to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;

13.1.13. to send or procure the sending of any unsolicited advertising or promotional material such as but not limited to, spam;

13.1.14. to use the system in any way which results in the inclusion of Falcon Technical servers or networks on internet blacklists whether knowingly or unknowingly;

13.1.15. to send knowingly any material which contains software viruses or any computer code, files or programmes designed to interrupt, damage or destroy or limit the functionality of any computer software, hardware or telecommunications equipment;

13.1.16. or if Falcon Technical considers, in its sole discretion, that the Subscriber's use of the Service is in any other way unacceptable as determined by Falcon Technical.

13.2. Falcon Technical shall be entitled to monitor the Subscriber's use of the Service and to modify, edit or remove any material the Subscriber is sending or receiving using the Service entirely in Falcon Technical's sole discretion.

13.3. If the Service is used as described in this section, Falcon Technical will regard Subscriber as in breach of contract and will enforce the terms of section 15 Breach of Contract.

13.4. Subscriber will indemnify Falcon Technical against any claims or legal proceedings that are brought or threatened against Falcon Technical because the Service is used in breach of this section. Subscriber will notify Falcon Technical of any such claims and keep Falcon Technical informed as to the progress of such claims.

### **14.OTHER**

14.1. Subscriber agrees to comply with all applicable laws, rules and regulations in connection with the Service and with these Terms and Conditions.

- 14.2. Falcon Technical's liability in Contract, tort (including negligence) or otherwise in relation to this Contract is limited to the Charges paid by Subscriber to Falcon Technical in the preceding period of 12 months.
- 14.3. Falcon Technical expressly excludes any liability for consequential loss.
- 14.4. Falcon Technical may change the terms and conditions of this Contract, including the charges, at any time. Falcon Technical will give Subscriber at least 14 days' notice of any changes before such changes take effect.
- 14.5. Each term and condition of this Contract operates separately in itself and survives independently of the others.
- 14.6. If Falcon Technical or Subscriber is unable to perform any obligation under this Contract because of a matter beyond their reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or central Government or other competent authorities or events beyond the reasonable control of Falcon Technical or Subscriber's suppliers, Falcon Technical or Subscriber will have no liability to the other for that failure to perform.
- 14.7. If any events described in paragraph 14.6 continue for more than 14 days, Falcon Technical can terminate this Contract by giving Subscriber notice.
- 14.8. Neither Falcon Technical nor Subscriber may transfer or try to transfer this Contract or any part of it to anyone else, except that Falcon Technical may transfer Falcon Technical's rights and obligations to another Group Company.

#### **15. BREACH OF CONTRACT**

- 15.1. Breach of Contract will result in termination of Subscriber's Service and termination of this Contract (or both):
- 15.1.1. immediately if Subscriber commits a breach of this Contract; or
- 15.1.2. Subscriber does not pay the charges in accordance with section 4 – Charges and Billing of this Contract; or
- 15.1.3. immediately if Subscriber is the subject of a bankruptcy order or becomes insolvent, or makes an arrangement with creditors, or a receiver or administrator is appointed over any or of Subscriber's assets.

#### **16. DISTANCE SELLING REGULATIONS – UK PURCHASES ONLY**

- 16.1. For UK purchases from the website, the Distance Selling Regulations give you the right to cancel within the cooling-off period of fourteen days of receipt of the goods as long as the service has not been activated or used. If you wish to cancel, you must inform us in writing within that period and return the goods to us in new condition in the original packaging at your cost. Your statutory rights are not affected.
- 16.2. You will be given details of your order, all costs, our details and your rights to cancel under the DSR before we process your order. If this prior information is given verbally at time of order and you choose to proceed, you will receive confirmation by email.

#### **17. DURATION OF CONTRACT AND MINIMUM CONTRACT PERIOD**

- 17.1. The Contract shall start on the Start Date. Subscriber is deemed to be bound by these Terms and Conditions at the same time.
- 17.2. The Contract is for the Minimum Contract Period (MCP).
- 17.3. Special promotions, offers and promotional contracts of other duration may be offered from time to time and additional Ts&Cs will apply to these.
- 17.4. During the Minimum Contract Period, Subscribers may upgrade and add options without penalty.
- 17.5. Subscribers may not normally downgrade or delete options during the Minimum Contract Period. A Downgrade / Opt out charge paid during the MCP will permit downgrades, change of position or change of equipment.
- 17.6. If, within the original MCP, a Subscriber has upgraded or added options but then during the original MCP, wishes to downgrade or remove options and revert to the original subscription, a reduced Downgrade/Opt out charge may apply. If the Subscriber wishes to downgrade/remove options to a level below the original subscription, the full Downgrade/ Opt out charge will apply.
- 17.7. If the Subscriber has taken up a new Contract within the original MCP, then a new MCP based on the Start Date of the new Contract applies.
- 17.8. After Minimum Contract Period, the contract will continue until terminated in accordance with 20 – Termination of Contract .
- 17.9. Subscriber may choose to cease service during the Minimum Contract Period by:
- 17.9.1. giving notice according to the Minimum Notice Period (MiNP) and
- 17.9.2. paying the Early Termination Charge (ETC).

#### **18. MINIMUM NOTICE PERIOD (MINP)**

- 18.1. The Minimum Notice Period applies to all contracts of any Minimum Contract Period whether 1 month, 1 year, 2 year or any other period offered at the time.
- 18.2. If notice is given during the Minimum Contract Period, the Early Termination Charge will apply.
- 18.3. The Minimum Notice Period is 30 days. Any payments due within the 30 day period remain due. Where applicable, a discount will be applied to the final payment to reflect any remaining unused days beyond the MCP after the MiNP has expired.

#### **19. EARLY TERMINATION CHARGE AND DOWNGRADE CHARGE**

- 19.1. The Early Termination Charge is calculated as follows:

19.1.1. If you wish to terminate within the MCP, the Early Termination Charge is the balance of all payments due until the end of the MCP.

19.1.2. If you wish to change your Minimum Contract Period to monthly and remain an active subscriber, the Early Termination Charge is the difference between the subsidised, promotional or special offer price you paid for the Equipment and the normal full price of £1050

19.1.3. If you wish to downgrade your service level within your existing MCP, you may pay a Downgrade charge of £100 to do so.

19.1.4. If you have, within your original MCP, upgraded your service level and/or added options, you may downgrade back to your original subscription level (or any higher level) by paying the Reduced Downgrade charge. This is the equivalent of one full month's subscription including options before the downgrade. If you have taken out a new contract with new MCP, the full ETC or Downgrade charge applies.

## **20.TERMINATION OF CONTRACT**

20.1. This contract may be ended;

20.2. by either Subscriber or Falcon Technical after the Minimum Contract Period, by giving 30 days' notice (the Minimum Notice Period)

20.3. by Subscriber giving Falcon Technical 7 days' notice if Falcon Technical gives Subscriber notice to increase the charges or changes the conditions of this Contract to Subscriber's detriment and provided Subscriber gives the notice before the increase or changes take effect.

## **21.INDEMNITY**

21.1. Subscriber must indemnify Falcon Technical against any claims or legal proceedings in respect of illegal or unacceptable use, defamation, breach of copyright or other intellectual property right infringement which are brought or threatened against Falcon Technical by another person and which are attributable wholly or in part to Subscriber's use of the Service and, if Subscriber uses the Service for business purposes, Subscriber must indemnify Falcon Technical against any claims that anyone (other than Subscriber) threatens or makes against Falcon Technical because the Service is faulty or cannot be used by them.

## **22.GIVING NOTICE**

22.1. Notices under this Contract may be given on-line by electronic mail using the Service, or in writing and delivered by hand or sent by pre-paid post to the addressee as follows:

22.1.1. to Falcon Technical at its Registered Office or via [contact@ez-net.co.uk](mailto:contact@ez-net.co.uk) or any alternative address Falcon Technical notifies to Subscriber at any time.

22.1.2. to Subscriber: at the postal address or email address the Subscriber specifies when registering for the Service or any alternative address which Subscriber notifies to Falcon Technical.

## **23.ENTIRE CONTRACT**

23.1. This Contract, the Registration and Payment Forms and any additional documents referred to prepared by Falcon Technical, constitute the entire and only agreement between Falcon Technical and Subscriber for the Service.

## **24.LAW AND JURISDICTION**

24.1. This Contract is governed by English Law and Subscriber and Falcon Technical submit to the exclusive jurisdiction of the English courts.