

General Terms and conditions for your service agreement

About your M4siz services

These terms and conditions set out the agreements between (1) you ('you', 'the customer' or 'your') and (2) **M4siz Limited** ('M4siz Ltd') ('us' or 'we' or 'our').

Your use of the services will be governed by the terms of these agreements. Please read through these terms and conditions carefully.

The words highlighted in bold throughout these terms and conditions have special meanings which can be found in the Glossary at the back of these terms and conditions.

A *Obtaining the services*

1. We will try to meet any date agreed with you for installation or activation of the **services**, but we may have to change the installation date given to you or activation may be delayed. If we do we will try to notify you of any changes as soon as possible.
2. You agree that you or a person authorised by you (who is 18 or over) will be present when we install the **equipment** at your **premises**.
3. We will either send you all the M4siz Ltd **equipment** you need to connect to our **services**, or advise you of any **additional equipment** you need to have to connect to our **services**. Just to remind you, if applicable, it is your responsibility to purchase the **equipment** and **additional equipment** as notified to you. We will not be liable to you for any loss or damage caused by your installation of the **equipment** or **additional equipment**.
4. Where we have recommended **equipment** for use with the **services** and you have chosen not to take our recommendation, we cannot guarantee compatibility of the **equipment** or provide installation or ongoing support. Where **equipment** is purchased from our recommended partners, we are not responsible for them or for any **equipment** you purchase from them. If any equipment you have purchased from our recommended partners is faulty upon arrival, please contact the recommended partner for a replacement. We may need to provide our recommended partners with your name and order details in order for them to fulfil your order.
5. To provide the **services**, the **equipment** must be connected to equipment belonging to you. We are not responsible for your equipment working properly. You agree to provide and pay for suitable facilities and all necessary electrical and other installations and fittings (including necessary power outlets or sockets) for the **equipment**. You must follow our instructions for this.
6. Where we need to set up any **services** on your equipment you authorise us to have access to your equipment to perform such set-up (which may include the installation of software) and to check that those **services** are working properly. You confirm that you will have prepared your equipment, and will follow our instructions to prepare your equipment so that we can perform the set-up properly.
7. In order for you to receive any **services** it is first necessary for you to subscribe to the M4siz product licence.
8. Where we provide **services** over BT residential lines, we cannot continue to provide the **services** to you if you choose to terminate your telephone line rental with your provider, whether it is BT or any other phone company. Similarly, if your telephone service is suspended or cut off by your telephone line rental provider, we will be unable to provide you with the **services**. In the event that you terminate your telephone line rental service or you change the services on the telephone line, so that the **minimum specifications** are no longer met, it is your responsibility to cancel the **services**. If you do not, the charges will continue.
9. You are responsible for applying for any consents and permissions necessary for us to connect and maintain the **equipment** at your **home** (for example, any permission necessary to

lay cable from the street to your address). We are not obliged to install or provide the **services** unless all consents and permissions have been obtained.

10. Our obligation to provide the **services** is also subject to survey. If a survey shows that the **services** cannot be installed or connected, or if a non-standard installation is required, we may cancel or agree an additional installation price before any installation date can be guaranteed. You will be notified of this as soon as possible after the survey. Neither M4siz Ltd shall be under any liability whatsoever to you for any cancellation, termination or failure to provide the **services** in these circumstances but will refund you for any M4siz Ltd you have already made for installation or the **services**.
11. We do not have to connect the **equipment** or otherwise keep to these **agreements** if:
 1. it is not practical to carry out the connection for health and safety reasons;
 2. you do not qualify under our current credit policy;
 3. you are not able to be a customer because you have previously misused our **services**;
 4. your PC or network interface does not meet our **minimum specifications**;
 5. your PC or its operating software does not work correctly or normally for the purposes intended under the **services**; or
 6. it is not practical to carry out the connection for any other reason.

B About the services

1. General

1. General
 - a. If you keep to the terms of these **agreements**, we will provide you with the **services** (and in these **agreements**, reference to “ **services** ”, where appropriate).
 - b. As well as these terms and conditions, the **services** have **other legal information** which applies to the **services** and their use, as published by us on the **M4siz Ltd website**. These may be updated from time to time. For example, for our **Internet access**, these include our 'acceptable use policy' which you can read on the **M4siz Ltd website**. The **other legal information** will apply to your use of the **services** so, when you first use the **services**, you must read through them carefully.
 - c. . In supplying the **services** we will always use reasonable skill and care but are not able to guarantee fault-free performance.
 - d. To make sure you are always getting the best possible service, M4siz Ltd may monitor and record phone conversations you have with our teams which will be used to shape training.
 - e. From time to time, we may let you try certain **services** for free. M4siz Ltd also have the right to withdraw these trial **services** at any time and without giving you notice.
 - f. From time to time, we may supply you with **services** as part of a promotion or for promotional purposes and whether for a charge or otherwise. We may at any time stop such supply or change the promotional **services**.
 - g. Some **services** are supplied by other organisations. As a result, due to matters outside our reasonable control or for commercial or contractual reasons, either M4siz Ltd may change all or any of these **services** without notice, but giving you reasonable notice of any withdrawals and changes where it is possible to do so. You will be entitled to end these **agreements** if the changes are significant, as described in paragraph J5.
 - h. You agree that you are liable for any charges on your account regardless of whether you or anybody else (with or without your permission) runs up those charges (unless the charges result from fraud by someone else which you could have had no control over). If you do become aware of any fraud by someone else, you must tell us as quickly as you can. Under no circumstances should you give your username and password to anybody else (unless you're happy for them to use your account and add charges on your account)

- i. With your permission, we may monitor email and internet communications, including without limitation, any content or material transmitted over the **services**.

C Looking after your services

1. M4siz Ltd will provide any maintenance services during **normal working hours** that we believe are necessary for the **system** and **equipment** to work properly and for us to provide the **services** to you (including the **premium television services**, where appropriate).
2. We will always aim to provide you with the best service possible, but cannot guarantee that the **services** will be fault-free. For example, we will not be liable for interruptions, reception, picture degradation or other problems with the television **services** which are beyond M4siz Limited's reasonable control. You agree that you will tell us about any fault in the **services** by phoning, emailing or writing to the Customer Care team, who will aim to respond as promptly as possible. In many circumstances it is possible to correct a fault over the phone. If this is not possible, M4siz Ltd will send a technician to correct the fault.
3. If you prevent necessary maintenance from being carried out (at a time previously agreed and arranged with you), or if the maintenance necessary is the result of any one or more of the following, we will be entitled to charge you a service fee (listed in the **price guides**):
 - a. Misuse or neglect of, or accidental or wilful damage to, the **equipment**;
 - b. Fault in, or any other problem associated with, your own equipment or any **system** that we do not cover;
 - c. Your failure to keep to these **agreements**.
4. You are responsible for maintaining any equipment that is relevant to the **services**, which you own (for example, television sets, phones and so on).
5. We are not responsible if you are not able to use the **services** because your equipment (for example, your PC, modems, network interface cards, printers, or other equipment) does not work properly, is not compatible with the **system** or does not meet the **minimum specifications** or because of faults in any **public communications provider's** network (where applicable).
6. Where we supply the **services** to you via your connection to another **public communications provider's** network it is your responsibility to maintain your connection to such **public communications provider's** network and neither we nor shall be responsible or liable to you for failing to provide the **services** if such failure arises as a result of any interruption to or disconnection from the **public communications provider's** network or because of failure or inadequacy in any equipment for which we and/ are not responsible.

D Using the services

1. You are responsible for the way the **services** are used. You must not use the **services** to do any of the following acts or allow anyone else to use the **services** to do such acts:
 - a. Send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;
 - b. Cause annoyance, nuisance, inconvenience or needless worry to, or break the rights of, any other person;
 - c. Perform any illegal activity;
 - d. Break, or try to break, the security of anyone else's equipment, hardware or software;
 - e. Deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);
 - f. Upload, post, publish or transmit any information or software that is protected by copyright or other ownership rights without the permission of its owner;
 - g. Copy or distribute any software or **services** we provide (but you may make a back-up copy of the software we provide for your personal use);
 - h. Use any **services** (including, but not limited to, phone services) for commercial or business purposes;

- i. Use any Internet Protocol (IP) address that we have not assigned to you. Put simply, you may not use your M4siz Ltd internet connection to harm the service of another internet user or impersonate another user, whether on our network or external to our network. You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving you notice;
 - j. use the **services** in a way that: (i) risks degradation of service levels to other customers; (ii) puts our **system** at risk; and/or (iii) is not in keeping with that reasonably expected of a residential customer. If we believe that you are using the **services** in any of these ways, we are entitled to reduce, suspend and/or terminate any or all of the **services** without giving you notice.
2. You must, at all times, make sure that the way you use the **services** does not break the law or the rights of any other person. You are not allowed to copy or record any of the **services**, or any television or radio programmes contained in the **services**, except for your own private, domestic and non-commercial use (and if this kind of copying for personal use becomes illegal in the future, you must stop doing it). We are entitled to restrict your ability to record **Pay-Per-Use** or **software programmes on demand** without notice and to charge a fee for recording them.
3. You agree to take responsibility for all liabilities, claims and losses which are in any way connected with misusing the **services** supplied to you under these **agreements**, or with getting the services without our permission, and to repay fully any costs or losses of this kind which we may suffer. This also applies if you do not meet your responsibilities under this section D.
4. If you misuse the **services** or get **services** from us without our permission, or the permission of or do not meet your responsibilities under this section D, M4siz Ltd will be entitled to suspend the **services** or to end these **agreements**.
5. It is up to you to make sure that if minimum age recommendations apply to any part of the **services**, those **services** are not viewed by anyone below that minimum age.

E Using our equipment

1. Where we hire **equipment** to you it will be our property at all times and we may need to alter or replace it from time to time. For us to do this, we will need reasonable access to your **premises**.
2. You are responsible for making sure that our **equipment** is safe and used properly at all times. To do this, you agree to do the following:
 - a. Follow the manufacturer's instructions and any other instructions we have given you;
 - b. Keep the **equipment** under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you). You must not move our **equipment** from your **home** without our permission;
 - c. Insure any of our **equipment** against any loss, theft or damage for the full replacement value;
 - d. Not remove, tamper with or cross out any words or labels on our **equipment**;
 - e. Take proper care at all times to prevent the loss or theft of our **equipment**.
3. You agree to tell us immediately about any loss or damage to any part of our **equipment**. You should do this by phoning, emailing or writing to our Customer Care team. You agree that you are responsible for any loss of or damage to the **equipment**, regardless of how it happens. We will charge you for any loss of or damage to the **equipment**.
4. If we or you end these **agreements**, or you decide to disconnect from some of our **services**, you must return our **equipment** to us (or let us collect it from you if we choose to do this). You must return **equipment** or make it available for collection in a reasonable condition, allowing for fair wear and tear. If you fail to return or make available the **equipment** for collection for any reason, we are entitled to charge you for the replacement cost of the **equipment**. If we hold any money we may use that money towards the cost of the

equipment . If we have supplied you with any **additional equipment** , we'd encourage you to dispose of it responsibly if you're no longer using it so please contact us for further information about disposing of your **additional equipment** .

5. Any equipment which you own and which you connect to the **system** (for example, phones, fax machines, PCs) must meet with all relevant laws and regulations. We reserve the right to disconnect any equipment that does not meet these laws and regulations. You may use your own equipment together with our **equipment** , but we do not guarantee that our **equipment** will work with your equipment.
6. We will not be liable in any way for any loss or damage which is caused to your own equipment arising as a result of its use with our **equipment** . We will not be liable for any loss of or damage to any **additional equipment** . We have the right to charge you for any replacement **additional equipment** .

F Paying for your services

1. You must pay the charges for the services as set out in M4siz Ltd's price guides or as otherwise notified to you, together with any value added tax or other applicable taxes. We can change the charges as set out in paragraph H3, but if we do so, this may entitle you to end these agreements. You can read more about this in paragraph J5. All M4siz Ltd by you should be made to M4siz Ltd, which will provide you with all necessary payment handling services for both M4siz Ltd. M4siz Limited agrees to collect and process all M4siz Ltd made by you to it promptly and ensure that they are applied in settlement of the charges to which they relate. M4siz Ltd may charge you a separate service fee for collecting and processing such M4siz Ltd as provided in paragraph F4(c) below.
2. We may ask you to make initial M4siz Ltd and/or a deposit, either through a M4siz Ltd sales representative in person or over the phone through a M4siz Ltd telesales representative.
3. You must ensure that your M4siz Ltd are received by M4siz Ltd by the due date for payment shown on your bill. If you do not pay your bills on time, you will be liable to interest or other charges for your default. We may also charge you the full amount of any bill and you may lose any discount we have given you. M4siz Ltd will also suspend or cancel the services and charge you the costs of debt recovery proceedings to recover any debt you owe under these **agreements** .
4. Bills
 - a. Under these **agreements** , if you ask for any changes to the services provided by us, these changes will be reflected by adding proportionate amounts to your first bill after the change and to your M4siz Ltd every month after that.
 - b. You may choose to pay your bills by cash, cheque, credit or debit card, or by Direct Debit.
 - c. M4siz Ltd will provide you with payment handling services and unless you pay by Direct Debit you agree that M4siz Ltd shall charge you a separate payment handling charge each month for processing your payment.
 - d. If any cheque or Direct Debit of yours is cancelled or is not cleared by your bank or building society, we are entitled to charge you a default fee and the provisions of paragraphs F3 and F4(c) will also apply.
 - e. You may choose to receive an E-bill instead of a paper bill. If you choose a paper bill, you agree that we may charge you a separate charge each month.
 - f. You must provide M4siz Ltd with a valid and current e-mail account to use E-billing. The accuracy of that e-mail address is entirely your responsibility. You shall remain fully liable for any bills of which notification has been sent to your e-mail address.
 - g. M4siz Limited reserve the right to refuse use of the E-billing service to anyone for any reason whatsoever in M4siz Limited's absolute discretion. Further, M4siz Limited reserve the right to modify or discontinue (permanently or temporarily) the E-billing service to you or all recipients at M4siz Limited's discretion.

- h. You shall remain fully responsible and liable to pay any bills of which notification has been sent to the e-mail address you have specified regardless of whether or not you access that e-mail account and read the relevant e-mail, are disconnected from your e-mail account (for any reason and whether by M4siz Ltd or otherwise) or for any other reason (other than M4siz Ltd's negligence) fail to read the relevant notification.
 - i. We cannot guarantee uninterrupted and/or reliable access to the E-billing service, and make no guarantees whatsoever as to its operation, availability, functionality, that it will be free of error or disruption or otherwise.
 - j. You agree to use the E-billing service responsibly.
 - k. Reminders will normally be sent for late bill M4siz Ltd. Interest may also be charged by M4siz Ltd at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment. The interest is worked out daily.
 - l. If you want to change any of the services agreed to, we may charge you an administration fee. We will notify you of the amount of any such charge when you request the change.
 - m. You may be asked for any deposit at any time (as we believe to be reasonable in the circumstances) as security for the equipment and in case you do not pay your bills or return equipment provided to you. All or any part of this deposit may be used to pay any charges you owe under these **agreements**. We may (but do not have to) return your deposit after six months if we believe that you have a good payment history. We will usually (but not necessarily) consider you to have a good payment history if you have paid your account for six months in a row without your services having been restricted, suspended or disconnected and you are not having to pay under a payment plan.
5. M4siz Ltd are entitled to carry out credit checks on you at any time. This will be done by making searches about you at credit reference agencies who will supply credit information about you, as well as information from the Electoral Register. The agencies will record details of the search, whether or not the application goes ahead. We may use credit-scoring methods to assess the application and to confirm your identity. M4siz Ltd may use credit searches and other information, which is provided to us or by the credit reference agencies (or all), about you (and those you are linked financially to) if credit decisions are made about you, or other members of your household. This information may also be used to trace debt and manage your account and to reveal information on your payment history to the usual credit agencies. Your details will be checked with fraud detection agencies and if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. M4siz Ltd and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:- checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts and facilities; recovering debt; checking details of proposals and claims for all types of insurance; checking details of job applicants and employees. M4siz Ltd and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please write to M4siz Ltd's Group Compliance Officer at 27 Old Gloucester Street. London WC1N 3AX if you want to receive details of the relevant fraud prevention agencies. You have a legal right to these details.
6. If at any time before or during the term of these **agreements** you fail to meet the credit conditions imposed by M4siz Ltd either of these parties may do the following:
- a. Require you to make a payment (which shall be made to M4siz Ltd) in advance for future line rental and usage charges;
 - b. Enforce credit limits on you for any of M4siz Ltd's charges (to the extent that M4siz Ltd believe is reasonable in the circumstances), restrict the level of services we provide to you, only allow certain methods of payment and/or suspend some or all of the services at any time when you reach the limits until we have received the full payment of any charges you owe under these **agreements** ;

- c. Demand a deposit from you as described in paragraph F4(m) above.

G Your details and how they are looked after

1. You must provide promptly and accurately all the information which may be needed so that M4siz Ltd can perform our respective obligations under these **agreements** . You must also tell M4siz Ltd immediately if any of your details change.
2. By having the **services** provided by us installed in your **premises** and/or by using them you are providing your consent to use your personal information together with other information for the purposes of providing you with the **services** , service information and updates, administration, credit scoring, customer services, training, tracking use of M4siz Ltd's **services** (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after you terminate your **services** . Occasionally third parties may be used to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with M4siz Ltd's instructions (as applicable).
3. Subject to your consent, M4siz Ltd may use your personal information to contact you with information about our products and services, special offers and rewards, as well as those of selected third parties. From time to time, we may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax for these purposes.
4. We may also disclose your personal information to other partner companies so that they can contact you with information about their products and services where you have given us your consent to do so. But don't worry, your details won't be shared with companies outside the Virgin group for marketing purposes without your consent.
5. If you've not previously given us your consent and you'd like to receive this information from us and Entertainment, let us know by calling Customer Care, writing to us at 27 Old Gloucester Street, London WC1N 3AX or check out the privacy policies on the **M4siz Ltd website** for more information.
6. If you change your mind at any time and no longer wish to receive this information from us and Entertainment, that's okay. Just call Customer Care, write to 27 Old Gloucester Street, London WC1N 3AX or check out the privacy policies on the **M4siz Ltd website** for more information. If you opt out of receiving this information from us, we will not contact you for marketing purposes, nor will we share your information with other partner companies for them to market to you. Remember that if you say you don't wish to receive any promotional information from us, this will exclude you from receiving any of our special offers or promotions which may be of interest to you. You can also opt out of receiving marketing information from other partner companies at any time by contacting them directly.
7. By having the **services** installed in your **premises** and/or by using them you consent to our transferring your information to countries which do not provide the same level of data protection as the UK if necessary for providing the services. If such a transfer is made, a contract will be put in place to ensure your information is protected.
8. You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.
9. If you do not pay your bills for the **services** then M4siz Ltd reserve the right to transfer your debt to a third party in which case your personal information will also be transferred to that third party for it to use in connection with the recovery of your debt. Such third party will take such action to recover your debt as it considers appropriate and will not be acting on behalf of M4siz Ltd or to the instructions of either of these parties.

H Changing these agreements

1. You may add to or reduce the **services** you receive from time to time by contacting the Customer Care team. If you ask us to provide any extra **services** to you, you agree to accept those additional **services** for at least the **minimum period** that applies to them. If you ask us to reduce your tier of **services** within the **minimum period** for those **services**, we may ask you to pay a fee depending on the **services** being reduced and the remaining length of the **minimum period**.
2. M4siz Ltd may at any time improve, modify, amend or alter the terms of these **agreements** and/or the **services** and their content if:
 - a. there is any change or amendment to any law or regulation which applies to M4siz Ltd or the **services** provided to you;
 - b. M4siz Ltd decide that the **services** should be altered for reasons of quality of service or otherwise for the benefit of customers or, in M4siz Ltd's reasonable opinion, it is necessary to do so;
 - c. for security, technical or operational reasons;
 - d. we and / decide to offer certain programmes as **Pay-Per-Use** or **software programmes on demand** ;
 - e. if the changes or additions are minor and do not affect you significantly or we wish to have all our customers on the same terms and conditions; or
 - f. in all other events, where we reasonably determine that any modification to the relevant **system** or change in trading, operating or business practices or policies is necessary to maintain or improve the **services** provided to you.

However, you will have the right to cancel the affected **services** or end these **agreements** if the changes are significant, as described in paragraph J5.

3. M4siz Ltd may change its respective charges at any time. Any such changes will be published in the monthly charges made by us on the **M4siz Ltd website** and we will do our best to give you notice of the change at least one month before the change takes effect. Any changes to usage charges and tariffs will be published on the **M4siz Ltd website** and will be reflected on your next bill.

I Suspending services

1. M4siz Ltd (as appropriate) may suspend any or all of the **services** immediately without notice if:
 - a. you have broken these **agreements** (including the **other legal information**);
 - b. maintenance, repairs or improvements to any part of the **services** or the **system** need to be carried out;
 - c. we have to do so by law or in line with a contract;
 - d. you go over any credit limit on your account;
 - e. we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the **services** and/or the **equipment** from us or at any time during the provision of the **services** and/or the **equipment** ;
 - f. we believe that you or another person at your **home** have committed, or may be committing, any fraud against us or against any other person or organisation by using the **services** or **equipment** (or both);
 - g. we do not receive a signed copy of the contract document from you within 30 days of installing your **services** ; or
 - h. in our reasonable opinion it is necessary to do so.
2. If the **services** are suspended because you have broken these **agreements** or if paragraphs I1(d), (e), (f) or (g) apply, M4siz Ltd may make a charge to reflect our costs in connection with suspending and starting the **services** again. In normal circumstances you must pay this

charge before you can use the **services** again. You may also be liable for all charges for **services** during this period of suspension.

3. For your and our protection we can suspend the **services** if the number of calls or charges for calls made by you has increased to such an extent that it appears, in our reasonable opinion, that the **services** are not being used in a manner consistent with your previous use. We will make reasonable efforts to contact you before suspending the **services** but we are not liable for any loss you may suffer through this suspension. We will not provide the **services** again until we are satisfied that you know of the increased usage and that you will pay the charges relating to that increased usage. We may also:
 - a. ask you to make a payment of a deposit (which shall be made to M4siz Ltd) as security for your charges; or
 - b. prevent you from making international calls and/or premium rated calls if in our reasonable opinion they form a significant proportion of your charges.

J Ending these agreements

1. These **agreements** will continue until the end of the **minimum period** for each **service** you take. After the end of all relevant **minimum periods**, for **services** either M4siz Ltd or you may end these **agreements** by giving the other 30 days' notice. You must pay any relevant usage charges and line rental up to the end of that 30-day notice period.
2. If:
 - a. M4siz Ltd increase their respective charges under these **agreements** ;
 - b. M4siz Ltd make significant changes to the **services** so the **services** you are entitled to receive in return for the charges you pay are significantly altered or reduced; or
 - c. M4siz Ltd make significant changes to the terms and conditions of these **agreements** (including the **other legal information**),

you may cancel those **services** affected without penalty by giving M4siz Ltd (as applicable) at least 30 days' notice in writing. If you cancel any **services** in these circumstances, the increased charges will not apply to those **services** during the 30-day notice period and paragraph J3 will not apply if you cancel before the end of the **minimum period**. If you do not give such notice of cancellation within 30 days of any increase in charges or changes to the **services** or this **agreement** being notified to you or, if later, receipt of your first bill following such increase in charges and M4siz Ltd will assume that you have accepted the increase in charges and the changes to the **services** and these **agreements** and you will no longer be able to cancel your **services** under this paragraph.

3. If M4siz Ltd break the terms and conditions of these **agreements** , you're free to end these **agreements** .
4. We may end the respective **agreement** immediately by giving you notice:
 - a. if our authority to operate as a public communications provider is suspended for any reason;
 - b. in our reasonable opinion it is necessary to do so for security, technical or operational reasons.
5. When these **agreements** end or you cancel a **service**, we will deactivate (permanently switch off) any relevant **equipment** we supplied to you to provide the **services** . You will no longer be able to use the **equipment**.
6. If you fail to return or make available for removal any item of the **equipment**, you may have to pay extra charges for any individual item of **equipment**, including the replacement cost and reasonable recovery costs. In addition to our other rights, we reserve the right to bring proceedings against you for the return of our **equipment**.
7. If these **agreements** are ended for any reason, or if any of the **services** are cancelled, M4siz Ltd will be entitled to keep any money M4siz Ltd hold (including deposits and advance M4siz Ltd), and to use that money to pay any obligation or debt you may owe under these

agreements. We'll get in touch with you to refund to you any money remaining after these deductions, unless our costs to administer that refund outweigh the actual account balance. If that's the case, we'll donate the account balance to charity. We'll also donate your account balance to charity, whatever the amount, if we have not been able to contact you within six months of the date of termination of these **agreements.**

K Moving home

1. If you move to another address within our service area, you may ask us (as applicable) to provide the **services** to your new address. You must provide at least one month's written notice to do this, but we cannot guarantee to provide you with the **services** at your new address.
2. If you move to another address during any **minimum period** paragraph J3 will apply, unless you continue to receive M4siz Ltd **services** at your new address (in which case paragraph K3 will apply).
3. If we (as applicable) agree to provide the **services** to your new address, you will have to pay a service transfer charge (to be paid to M4siz Ltd). Details of the service transfer charge are set out in the **price guides.** We will also send you a new contract for the **services** at your new address (which will include the contract for **premium television services** as applicable) and you will have to keep the **services** for the **minimum period** . The **service start date** will be the date that the **services** are installed at your new address. You may not be able to keep your phone number if you move house.

L If you break these agreements

1. M4siz Ltd may end any of these **agreements** immediately if:
 - a. you become insolvent or bankrupt, you enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;
 - b. we believe that you or another person at your **home** have committed, or may be committing, any fraud against us or against any other person or organisation by using the **services** or **equipment** (or both);
 - c. you break any of these **agreements** (including the **other legal information**) and, if you are able to put things right, you have not done so within seven days (or such other period as we specify) of us asking you to do so);
 - d. M4siz Ltd have reason to believe that you have provided M4siz Ltd with false, inaccurate or misleading information either for the purpose of obtaining the **services** and/or the **equipment** from us or at any time during the provision of the **services** and/or the **equipment** ;
 - e. any permission under which we are entitled to connect, maintain, modify or replace the **equipment** is ended for any reason;
 - f. required to comply with an order, instruction or request of Government, an emergency services organisation or other competent administration or regulatory authority; or
 - g. M4siz Ltd is specifically entitled to do so under any other section of these **agreements** .
2. If you break any of these **agreements** and we choose to overlook it, we can still end the relevant **agreement** with you if you break it again.
3. If we end these **agreements** because you have not paid the charges which you are liable to pay under these **agreements** during any relevant **minimum period** , we will be entitled to charge you the balance of the line rental (if this applies) or the usage charges (or both) that you would have paid for the rest of the **minimum period** of the relevant **services** on top of any other charges you are liable to pay under these **agreements** . Also, if we discover that you have got services from us without permission at any time, we will also be entitled to charge you for any line rental or usage charges relating to those services.

4. If you break any of these **agreements** by committing fraud or any other criminal activity, we will report you to the police, who may take legal action.

M Visiting your premises

1. You authorise us to install and keep installed our **equipment** on your **premises** and you agree that we and our employees, agents or contractors may enter your **premises** so that we can:
 - a. carry out any work that is necessary for us to connect, maintain, alter, replace or remove any equipment necessary for us to supply the services you and others have asked for; and
 - b. inspect any equipment (like your TV or computer) including our **equipment** which you may keep there.
2. We agree to cause as little disturbance as reasonably possible when carrying out any work at your **premises**. We agree to repair, to your reasonable satisfaction, any damage that we, our agents or contractors may cause at your **premises**.
3. You agree not to do anything, or allow anything to be done, at your **premises** that may cause damage to or interfere with the **equipment** or prevent use or easy access to it.
4. You confirm that you are:
 - a. the current occupier of the **premises**; and
 - b. either the freeholder of the **premises** or a tenant under a lease of 12 months or more.
5. We cannot normally be required to remove permanent installations if you terminate these **agreements** or move from your **premises**.

N Liability to you

1. M4siz Ltd's liability to you is limited as set out in paragraphs N2 to N6.
2. M4siz Ltd will not be liable to you for:
 - a. any indirect loss or any loss which is not a reasonably foreseeable consequence of M4siz Ltd's negligence or breach of these **agreements** (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses);
 - b. lost or destroyed data or software;
 - c. any business loss (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring such loss; or
 - d. direct physical damage to your property (including any of your equipment upon which we have set up the **services**) unless it has been caused by M4siz Ltd's negligence or the negligence of their employees, agents or contractors while acting in the course of their employment (and even then our liability will not be more than £100,000 for any one event or series of connected events).
3. When M4siz Ltd carries out any obligation under these **agreements**, the duty of each of M4siz Ltd is only to exercise the reasonable care and skill of a competent service provider.
4. We will not be liable to you for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using the **services**, or for transmitting or receiving, or failure to transmit or receive, any material through the **services**.
5. If you deal with any other organisations using the **services** (for example, by buying or renting goods or services from them or ordering goods from other organisations using our **Internet access**), we will not be involved in the transactions and will not be liable in any way for any loss, cost or damage you have to pay for.
6. We do not accept any responsibility for the contents of any material from other organisations, which may be accessed through the **services** . We also reserve the right to block access to any such information (including newsgroups).
7. M4siz Ltd will not restrict or excludes liability to you for:

- a. death or personal injury resulting from M4siz Ltd's, Entertainment's and M4siz Ltd' own (or our agents' or contractors') negligent act or failure to act;
- b. direct physical damage to your personal property up to £100,000 for any one event or series of connected events where the damage arises from M4siz Ltd's, Entertainment's and M4siz Ltd' own (or our agents' or contractors') negligence; or
- c. any of M4siz Ltd's respective liabilities which, by law, M4siz Ltd must cover you for, including any liability arising out of part 1 of the Consumer Protection Act 1987 or from M4siz Ltd breaking our respective duties under sections 4.1 or 11.4 of that Act.

O Matters beyond our reasonable control

M4siz Ltd will not be liable for failing to do what it promised under these **agreements** if it is prevented from doing so by something outside its reasonable control which will include (but is not limited to):

- lightning;
- flood or severe weather conditions;
- fire or explosion;
- civil disorder;
- damage or vandalism to our network or equipment
- terrorist activities;
- war;
- actions of local or national governments or other authorities; or
- industrial disputes.

P Notices

Any notices M4siz Ltd gives to you must be in writing and be delivered by hand, or sent by fax or ordinary post to you at your **premises**, or sent electronically. Any notices you give to M4siz Ltd must be in writing and delivered by hand, or sent by fax or ordinary post to M4siz Ltd at the address(es) set out in our website. Any notice period will start from the day on which the notice is delivered if it is sent by hand, from two **working days** after the date it was posted, if sent by ordinary post, or from the date of successful transmission if it is sent by fax or electronically.

Q Transfer of agreements

These **agreements** are personal to you and you may not transfer your account or any of your rights and responsibilities under these **agreements** without M4siz Ltd's agreement. For business reasons any of M4siz Ltd may transfer any of its rights and responsibilities under this **agreement** without your permission.

R The Law and how your complaints are resolved

1. These **agreements** will be governed by English law.
2. M4siz Ltd are fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame. If you'd like to find out how M4siz Ltd does this, please see our Code of Practice which is available on the **website** , or ask our team.

GLOSSARY

The words in bold throughout these **agreements** have the following special meanings:

'agreements'

the terms and conditions set out in this document, the **other legal information**, together with all the details set out in any contract document we ask you to sign, which are separate contracts between you and M4siz Ltd, you (where applicable) and you M4siz Ltd (where applicable).

'equipment'

any telecommunications or other equipment we supply to you as an essential part of providing the **services** (including upgrades and replacements). This may include (but is not limited to) any cable modem, ADSL modem, set-top box, cables and ducts. This does not include SCART leads, remote controls, batteries or other accessories for which you may have to pay our additional charges, nor does it include any equipment which you may purchase from a supplier recommended by us or an alternative supplier. This is referred to as '**additional equipment**'.

'premises'

the commercial address where we or you install the **equipment** and to which we agree to supply the **services**.

'interactive services'

the interactive services and e-mail services we make available through a set-top box and your television.

'minimum period'

the minimum period that you must keep a **service**, starting from the **service start date** or such other **minimum period** as you have agreed with us. For example, unless you are told otherwise by us, you must keep the **service** for 12 months from the **service start date**. We may change the **minimum period** for any **service** but this will not affect you if you have already subscribed to that **service**.

'minimum specifications'

the **minimum specifications** required to use the **services** as set out on the **M4siz Ltd website** or as we tell you from time to time.

'normal working hours'

these are 9am to 6pm on Monday to Friday. These hours may change.

'order date'

the date you ordered the **services** from us.

'other legal information'

as well as the terms and conditions set out in this document, there are additional terms and conditions which apply to your **services** as published by M4siz Ltd on the **M4siz Ltd website** or can be accessed through the **services**, as updated by us from time to time. If there is any conflict between the **other legal information** and the terms and conditions in this document, the **other legal information** will apply.

'Pay-Per-Use' or 'software programmes on demand'

a programme or service which is offered for sale to you as an individual short term purchase either at specific start and end times (Pay-Per-Use) or on demand (software programmes on demand).

'price guides'

the current list of charges for each of the **services**.

'public communications provider'

means a public communications provider as set out in section 151 of the Communications Act 2003.

'service start date'

the first date on which each **service** is available for you to use or, where no installation is required, the earlier of the date your **service** is activated or seven days from the **order date**.

'services'

the services you have ordered including any new, extra or substitute **services** which we agree to supply you at a later date.

'system'

an electronic communications system or network.

'M4siz Ltd website'

the website at www.m4siz.com or any other website address we may tell you about.
'working days'
days other than Saturdays, Sundays and public holidays.

M4siz Limited (company number 06245416). The registered office address for both companies is: 13
The Priory, Chelmsford CM1 3JE.