

# ASK4 USER AGREEMENT

ASK4

# ASK4 USER AGREEMENT: THE NETHERLANDS

This user agreement is intended to set out as clearly as possible our obligations when we provide you with our services and your obligations when using them. They also provide key information about our services that we are required by law to provide to you.

In this user agreement 'we', 'us' or 'our' means ASK4 Netherlands Limited company number 12117509 whose registered office is at Devonshire Green House, 14 Fitzwilliam St, Sheffield, S1 4JL, United Kingdom acting via its local branch office registered under and "you" or "your" means the person using our services.

Our agreement is made up of:

- Our Order Confirmation
- The User Terms below
- The Acceptable Use Policy

If one of these documents says one thing and one another, then the one highest in the list above will be the one that is correct.

If you don't understand any parts of our agreement and want to talk to us about it, please contact us.

"How we use your data" provides you with information on how we use the personal information we collect about you.

## USER TERMS

### 1.0 DEFINITIONS

1.1. To try and keep this Agreement short we've used some abbreviations and acronyms. The relevant meanings of these abbreviations and acronyms are explained below:

**"Additional Services"** means where available any of 4Connect, 4Connect Plus, 4Network or any other service offered by us and subscribed to by you as detailed in the Service Descriptions;

**"Agreement"** means together these terms, the Order Confirmation and the Acceptable Use Policy;

**"Applicable Laws"** means all applicable laws, statutes, regulations and codes from time to time in force;

**"Code of Practice"** means ASK4's code of practice which can be found at <https://support.ask4.com/>;

**"Compatible Device"** means Windows-based PCs, laptops or tablets, Mac OS based computers, iOS and Android tablets and smartphones and any other device that we may permit from time to time;

**"Cooling-off Period"** means the first 14 days after the date of the Order Confirmation;

**"Connection Speed"** means the amount of data that can be transferred from a Registered Device to or from the Internet per unit time as defined in the Order Confirmation;

**"Disruptive Device"** means any device that prevents or interferes with our provision of the 4Wireless to other customers (such as a wireless access point such as wireless routers) or any other device used by you in breach of the Acceptable Use Policy;

**"HMO"** means a house in multiple occupation;

**"Internet"** means the global data network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols;

**"LAN"** means the Local Area Network in the Residence;

**"MAC Address"** means Media Access Control Address;

**"Managed Rented Accommodation"** means rented accommodation where the Service is procured by the Owner opposed to you and the Service is the exclusive service provided to access the Internet at the Residence;

**"MyAccount"** means the website provided by us through which you can control and manage your account;

**"Network"** means our network that enables a connection to the Internet and any Owner installed cabling or network in the Residence;

**"Order Confirmation"** means the email, online confirmation or any other method of confirmation from us that your order has been accepted (including the details of the Service and/or any Additional Service to be provided to you by us);

**"Owner"** means the owner of the Residence and any operator, manager or other agent appointed directly or indirectly by the owner of the Residence;

**"Owner Supplied Device"** means a Compatible Device provided by the Owner;

**"Registered Device(s)"** means each device registered to receive the Services and/or Additional Services provided that if a single device has multiple MAC Addresses (for example if a device has a different MAC for a wired and wireless connection) each such MAC Address shall count as a Registered Device and count toward any limit on devices set out in this Agreement;

**"Residence"** means the building in which you receive the Service;

**"Residential Service"** means where the Service is not provided to Managed Rented Accommodation, an HMO or to Student Accommodation;

**"Service"** means the supply of Internet access by either 4Wireless and/or a Wired Connection as described in the Service Information and any Additional Services subscribed to by you;

**"Service Description"** means the document attached to these terms that sets out the scope of the Services and Additional Services we provide;

**"Service Fee"** means the fee or fees payable by you as detailed in the Order Confirmation;

**"Service Information"** means details of the Service and/or any Additional Service to be provided by us as set out in either the: (i) Order Confirmation; (ii) online sign up process; or (iii) Service Description and if there is a conflict between them, the order of precedence shall be as listed (first to last);

**"Student Accommodation"** means accommodation that is predominantly occupied by students or individuals in education;

**"Support"** means the support services as set out in the Service Description;

**"Support Hours"** means 24 hours per day with the exception of first and second Christmas Day and New Year's Day;

**"Support Telephone Number"** means 0031 (0) 202 254 856 or such other number(s) as may be provided from time to time at [support.ask4.com/other/contact-us](https://support.ask4.com/other/contact-us);

**"Support Email Address"** means [support@ask4.com](mailto:support@ask4.com) or such other email address(es) as may be provided from time to time at [support.ask4.com/other/contact-us](https://support.ask4.com/other/contact-us);

**"Termination Date"** means the date on which your right to use the Service comes to an end in accordance with this Agreement;

**"VOIP"** means the two-way transmission of spoken communications via the Internet;

**"Wired Connection"** means a connection delivered over a wired Ethernet port;

**"4Connect"** means the service provided by us to allow you to increase the number of Registered Devices as described in the Service Information;

**"4Connect-Plus"** means the service comprising both 4Connect and 4Network as described in the Service Information;

**"4Network"** means the service provided by us to allow you to create a personal private network to interconnect

Registered Devices within the Residence (where available); and

**"4Wireless"** means a connection to the Network in order to access the Service and/or Additional Services over a compatible wireless device.

## 2.0 COMMENCEMENT

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- 2.1. Our Agreement shall commence when we confirm your order has been accepted by issuing the Order Confirmation.
- 2.2. We assume you want to get up and running as soon as possible. When submitting an order, you agree that the Cooling Off Period shall commence as soon as your order is accepted and that we can provide the service during this Cooling Off Period. If you do not wish to us to provide the Service and/or any Additional Services until the end of the Cooling-Off Period, you should not submit an order online and should contact us on the Support Telephone Number.
- 2.3. Once we send you an Order Confirmation, you should be able to use the Service and/or any Additional Services straight away in most cases or within 24 hours at the latest.

## 3.0 OUR OBLIGATIONS

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- 3.1. Provided you comply with your obligations under this Agreement, we shall:
  - 3.1.1. supply the Service and any Additional Services as set out in the Order Confirmation; and
  - 3.1.2. supply Support for the Service and any Additional Services you have ordered.
- 3.2. As stated in the Service Description, we can only provide Support in respect of our Service and Additional Services and connecting Compatible Devices to them. We cannot provide support for software installed on incompatible or faulty devices.
- 3.3. We may provide additional support from time to time over and above our contractual obligations. If we do so, there is no obligation on us to fix the fault or to offer this assistance in the future.
- 3.4. We may not offer all of the Services or Additional Services at each Residence. The Services and Additional Services we make available for you to order will be set out in the online sign-up process.
- 3.5. Where we provide a Service to Managed Rented Accommodation or Student Accommodation we may at the Owner's request (normally where minors occupy the Residence) implement content blocking. Where we implement content blocking, we are not responsible for how particular websites are categorised and can't be responsible for a failure to block content or websites that are incorrectly categorised.

## 4.0 YOUR OBLIGATIONS

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- 4.1. You shall:
  - 4.1.1. pay to us the applicable Service Fees before we provide the Service and any Additional Services as specified in the Service Information;
  - 4.1.2. provide your email address and tell us if you change it by emailing [support@ask4.com](mailto:support@ask4.com) or by updating it online via MyAccount;
  - 4.1.3. ensure that all Registered Devices: (a) have an up-to-date anti-virus software and firewall installed; and (b) in order to access the 4Wireless service are wireless enabled to an appropriate standard;
  - 4.1.4. only connect Compatible Devices to the Network and you shall not connect any Disruptive Devices;
  - 4.1.5. not use the Service or Additional Services for business or commercial purposes;
  - 4.1.6. only use the Service in accordance with the Acceptable Use Policy (breach of which will be treated as a serious and material breach of this Agreement);

- 4.1.7. not interfere modify or tamper with the Network in any way;
- 4.1.8. not use the Network, or allow others to use the Network, other than in order to receive the Service and Additional Services;
- 4.1.9. take all reasonable steps to ensure that all Registered Devices are secured against unauthorised access and shall under no circumstances disclose your MyAccount password or the MAC address of any Registered Device to a third party;
- 4.1.10. not use the Service to operate a server or servers, whether for internal or external data transfer (except as may be permitted by use of the 4Network service) or to access peer-to-peer (or similar) services where you may violate third party rights;
- 4.1.11. not use abusive or threatening language or behaviour in dealing with our personnel;
- 4.1.12. allow us, in accordance with all Applicable Laws, to carry out port scanning traffic shaping, traffic monitoring and such other measures as we may determine from time to time to ensure optimum performance of the Service and Additional Services for all or a majority of users;
- 4.1.13. pay all our costs and expenses that we may reasonably incur as a result of any breach by you of your obligations under this Agreement (including for the avoidance of doubt any debt collection costs);
- 4.1.14. comply with the Applicable Laws when using the Service and Additional Services; and
- 4.1.15. only create one account at the Residence and shall only register the account against your room or flat in the Residence (and we are entitled to undertake checks to determine where multiple accounts are created for one room or registered against the incorrect room within a Residence).

## 5.0 ENGINEER VISITS

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- 5.1. It is our sole decision as to whether to provide an engineer to assist you to access the Service and Additional Services or to remedy a suspected fault.
- 5.2. If an engineer visits you at the Residence following a request from you to remedy a fault with the Network and no fault exists within the Network, you will be liable for a €30.00 engineer charge. For the avoidance of doubt, this charge will still apply in situations where we cannot provide the Service as the fault is not within our Network (for example the fault is within the Owner's infrastructure).

## 6.0 PAYMENT

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- 6.1. Unless otherwise specified in the Service Information:
  - 6.1.1. where the Service is provided to Student Accommodation or an HMO, any Service Fees have to be paid in advance for the full period the Service is taken for as set out in the Service Information.
  - 6.1.2. where the Service is provided to Managed Rented Accommodation or a Residential Service is provided, the Service Fee shall be paid monthly in advance with the first payment being made on the Commencement Date and subsequent payments being made on the same day (or the nearest day) in each subsequent month. The first payment shall be made by credit or debit card and all future payments shall be made by direct debit or by such other means as we may determine from time to time.
- 6.2. You shall give us not less than 14 days' notice of any cancellation of your direct debit otherwise you might have another payment taken.

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## 7.0 SPEEDS

- 7.1. We will aim to provide the Service at the Connection Speed referred to in the Service Information over a Wired Connection. Where you have multiple Registered Devices on one Wired Connection and use such devices simultaneously the Connection Speed shall be shared across all devices such that not all devices will be able to receive the Connection Speed.
- 7.2. It is not possible for us to guarantee a Connection Speed over the 4Wireless service as the Connection Speeds are determined by external factors we cannot control such as the specification of the Registered Device, the location of the Registered Device, the construction of the Residence, and the number of Registered Devices connected at any one time.

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## 8.0 ADDITIONAL DEVICES AND ADDITIONAL USERS

- 8.1. The maximum number of Registered Devices you shall be entitled to use at any one time shall be set out in the Service Information. You may be able to use additional Registered Devices if you purchase 4Connect or 4Connect-Plus.
- 8.2. We reserve the right to limit the number of different Registered Devices you can connect in total during your use of the Service (as well as at any one time) if we believe you are repeatedly removing and adding the same Registered Devices so as to avoid the limit on devices as set out in clause 8.1 above.
- 8.3. You shall not use or attempt to use any device or software (such as NAT, Address Masquerading, Proxying or the connection of an additional wireless router) that could allow you to connect more than the number of devices set out in the Service Information to the Network.
- 8.4. You must not connect any Owner Supplied Devices to your account.
- 8.5. You shall not share or attempt to share the Service. You may allow other people to use your Registered Device whilst it is connected to our Network. However, you must not permanently allow this, and you shall remain responsible for the use of the Registered Device.
- 8.6. You should not share your MyAccount username or password with anyone else and if you do you shall remain responsible for any use of your MyAccount and actions that are taken via it.
- 8.7. All Registered Devices will be assigned private IP addresses. We may change the IP addresses assigned to the Registered Devices from time to time.

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## 9.0 4CONNECT

- 9.1. 4Connect entitles you to register an unlimited number of Compatible Devices. We may in our absolute discretion choose not to register any particular single device or impose a fair usage limit.
- 9.2. You shall only register your own devices and shall under no circumstances register or attempt to register devices for use by other people. We reserve the right to use technical measures to detect any breach of this provision.

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## 10.0 4NETWORK

- 10.1. The maximum number of Registered Devices that you shall be entitled to connect to 4Network will be set out in the Service Information. We may in our absolute discretion choose not to register the connection of any particular single device and this decision shall be final.
- 10.2. Unless otherwise stated in the Service Information, Owner Supplied Devices shall not count towards the 4Network device limit and you should not connect them to your account (in which case they shall count towards your 4Network device limit).
- 10.3. Where Owner Supplied Devices are made available, they shall only be used by you as agreed with the Owner and in accordance with any rules or usage limitations imposed by us or the Owner. You shall not use or attempt to use Owner Supplied Devices that you have not been authorised to use.

- 10.4. Access to Owner Supplied Devices as part of 4Network may be withdrawn or made subject to new rules or usage limitations at any time.
- 10.5. You shall only register your own devices for connection to 4Network and shall under no circumstances register or attempt to register devices for use by other people. We reserve the right to use technical measures to detect any breach of this provision.
- 10.6. Whilst we shall take reasonable steps to ensure the security of 4Network, the nature of the Internet and the Services means we cannot warrant that 4Network shall be completely secure and you shall at all times remain responsible for the security of your devices and shall take such steps as are necessary (by way of example but not limitation activating firewalls and virus scanners) to secure your devices.

## 11.0 OUR REMEDIES FOR YOUR BREACH OF THE AGREEMENT

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- 11.1. If you breach any provision of this Agreement, we shall have the right to suspend the supply of the Service and/or Additional Services or terminate this Agreement as set out in clause 13.1.1.
- 11.2. If you (or the Owner on your behalf) fails to pay the Service Fee or any other monies due under this Agreement (or any other agreement between us and you) we shall have the right to suspend access to the Service and/or Additional Services and to charge a reasonable administration fee which you shall pay (along with the full balance of the outstanding monies) before we shall grant you access to the Service and/or Additional Services.
- 11.3. If we are providing the Service to Student Accommodation or to an HMO, with the consent of the Owner, and in the presence of their representative, we have the right to enter the part of the Residence where you resided to take such steps as may be appropriate to remedy a breach of this Agreement that is: (i) illegal; and/or (ii) affecting other customers or the Owner (including to carry out the disconnection of any Disruptive Device). We shall only take these steps where we have requested you to stop breaching this Agreement and you have not done so.
- 11.4. Where the Services or part of the Services are provided as part of your tenancy or other agreement with the Owner, if you fail to pay any rent or other payment under that agreement we shall have the right to suspend your access to the Service and Additional Services if so requested by the Owner as if the Service Fee has not been paid. For the purposes of this provision, any notification from the Owner to us of monies due by you to the Owner shall be conclusive as between us and you and you shall be required to raise and resolve any disputes directly with the Owner before access to the Service and Additional Services is provided again. Any reference to refunds of the Service Fee shall not apply to any monies payable by you to the Owner.
- 11.5. The rights in this clause are in addition to any other rights that we may have arising from your breach of this Agreement.

## 12.0 DURATION OF THIS AGREEMENT

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- 12.1. We will provide the Services from the Commencement Date until the Termination Date.
- 12.2. Unless you have set up a recurring payment method, the Termination Date for the Services and/or the Additional Services shall be at the end of your annual tenancy period unless a shorter period was specified in the Service Information.
- 12.3. Where you have set up recurring payment this Agreement shall be for the minimum period specified in the Service Information and then shall continue on a rolling monthly basis.
- 12.4. If you cease to reside in the Residence before the Termination Date for any reason this Agreement will terminate, and you will not be entitled to a refund. We cannot move your Services to another address.

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## 13.0 TERMINATION

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- 13.1. We shall have the right to terminate this Agreement:
- 13.1.1. if you are in material breach of your obligations in this Agreement or if you commit persistent breaches of your obligations under this Agreement;
  - 13.1.2. if the Owner fails to pay for the Service where the Owner has undertaken to do so;
  - 13.1.3. if our ability to continue to provide the Service or any Additional Service to you is materially and adversely affected because: (i) any of our telecommunications carrier(s) or supplier(s) ceases to provide services to us; or (ii) any authorisation required by us ends or is changed;
  - 13.1.4. if we reasonably believe you have provided us with false or misleading details about yourself;
  - 13.1.5. if we tell you that your use of the Service is causing problems for other users, and you carry on using the Service in the same way;
  - 13.1.6. if we reasonably believe that you have used the Service or the equipment for illegal purposes;
  - 13.1.7. if we receive a serious complaint about your use of the service which we believe to be genuine (for example you're using any service in breach of our Acceptable Use Policy);
  - 13.1.8. in the event of your bankruptcy or death;
  - 13.1.9. if we are required to by the emergency services or other government authority;
  - 13.1.10. if you repeatedly request your bank to chargeback payments that you have not told us you are disputing;
  - 13.1.11. if a change in Applicable Laws makes it impossible or would place a substantial and significant financial burden on us to continue to provide the Service;
  - 13.1.12. if we are no longer providing the Service to customers, the Owner and/or to the Premises; or
  - 13.1.13. where we are providing the Service on a rolling basis, we can terminate the Agreement on 7 days' prior notice.
- 13.2. Where this Agreement is terminated due to a breach by you, no monies shall be refunded to you. Where you are not in breach and we have terminated the agreement we will refund a pro-rata amount of the Service Fee (if any) paid by you to us for any period where the Service and/or Additional Service would otherwise have continued to have been provided.
- 13.3. Where we terminate this Agreement under clause 13.1, we shall aim to provide you with as much advance notice as possible. However, we may not be able to do so where we terminate under clauses 13.1.1, 13.1.6, 13.1.7, 13.1.9 and 13.1.12.

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## 14.0 COOLING OFF PERIOD

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- 14.1. You shall have the right to terminate this Agreement at any time within the Cooling-off Period by contacting our support team.
- 14.2. If you cancel in the Cooling-off Period, you shall be entitled to a refund of fees you have paid but we reserve the right to charge:
- 14.2.1. the Service Fee on a pro rata daily basis for any Services or Additional Services received up to the day following that you told us you wanted to cancel;
  - 14.2.2. for any other charges for anything you've used (for example charges for calls you have made); and
  - 14.2.3. any connection or activation fees.

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## 15.0 LIABILITY

- 15.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) we are not legally responsible for:
- 15.1.1. any losses that: (i) were not foreseeable or which we couldn't reasonably have expected or which we couldn't have considered when we entered into this Agreement; or (ii) relate to 'knock-on' consequences of a breach of this Agreement where you could have taken other steps to mitigate or prevent the loss;
  - 15.1.2. losses that were not caused by any breach on our part or were caused by you using a Service in a way that breaches the terms of this Agreement;
  - 15.1.3. information that is lost or corrupted (unless this is due to digital content we provide);
  - 15.1.4. for any loss arising from: (i) any interruption of power, telecommunication or other supply or any act or omission by a supplier of such services which was outside of our reasonable control; (ii) providing in good faith instruction advice or support to you; (iii) any virus, malware or other infection or any other malfunction of a Registered Device (or any other device owned or used by you); and
  - 15.1.5. business losses or losses to non-consumers (for example losses related to you not being able to carry out remote working or being able to run a home business).

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## 16.0 INDEMNITY

- 16.1. You agree to indemnify us against any liability arising from your breach of third-party intellectual property rights or violation of any other law or regulation.

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## 17.0 OUR OBLIGATIONS

- 17.1. We will provide the Service and Additional Services with all due care and skill expected of an Internet service provider. However, the nature of the Internet means we cannot guarantee that there will never be an interruption or any disruption to the Service and/or Additional Services. We shall take reasonable and commercially sensible steps to ensure that any such interruptions or disruptions are kept to an absolute minimum.
- 17.2. For each period of interruption or disruption that prevents access to the Internet for a period of 12 hours or more in a 24-hour period, we shall on your request, pay compensation in accordance with the below:
- 17.2.1. where a Service Fee is paid, the compensation shall be equal to amount of the Service Fee that is due for one days' Service (calculated on a pro-rata basis); or
  - 17.2.2. where no Service Fee is paid, the compensation shall be €1.00 for the first 12 hours and €0.50 for each subsequent 12-hour period of interruption.
- 17.3. No compensation will be paid in a case of a flooding, terroristic attack or war.
- 17.4. Requests for compensation shall be made to the Support Email Address and you may be required to provide bank or other details to enable to the payment to be made.

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## 18.0 CHANGES TO THE SERVICE, ADDITIONAL SERVICES AND/OR THIS AGREEMENT

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- 18.1. We may modify the Support Hours, the Support Telephone Number or the Support Email Address at any time.
- 18.2. We may change the Service Fee (or any other charges), the Service and/or Additional Services, the Acceptable Use Policy, or the terms of this Agreement in accordance with clause 18.3, if:
  - 18.2.1. change the Service, or introduce or remove new Additional Services, features or benefits;
  - 18.2.2. we change the way we structure our Services and/or Additional Service and the Service Fee or other charges for those services;
  - 18.2.3. the cost to us of providing the Services and/or Additional Service, or running our business increases (for example if the businesses we buy services or products from increase their prices);
  - 18.2.4. to reflect changes in technology (for example, if we develop new systems which provide you with a better service);
  - 18.2.5. there is a change in Applicable Laws (for example if there is a VAT increase);
  - 18.2.6. to make the terms of this Agreement clearer or easier to understand; or
  - 18.2.7. due to any other change in circumstances in the future, that we can't predict, which means a change is necessary.
- 18.3. If we make a change we'll tell you at least 30 days in advance by email or post of the changes happening, except where: (i) the change is for legal or regulatory reasons as set out in clause 18.2.5; or (ii) it's a change that does not cause you any material disadvantage, but we'll still let you know about the change (for example by publishing details on our website).
- 18.4. Where we have given you notice of a change under clause 18.3 that causes you material disadvantage, you can object to this, but you must do this within 30 days of the date of the notice that we send you. We'll then, at our discretion, either: (i) continue to provide the Service based on the terms and conditions that applied previously; or (ii) allow you to end this Agreement without having to pay any extra charges or a fee for leaving early. We'll then refund a pro-rata amount of the Service Fee (if any) paid by you for any period where the Service and/or Additional Service would otherwise have continued to have been provided.

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## 19.0 OTHER THINGS WE NEED TO TELL YOU

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- 19.1. Dealing with this agreement: You accept that this Agreement is just between you and us, no one else can enforce it and you can transfer it only with our consent. However, we may take instructions from a person acting with your permission. We can transfer this Agreement to another company provided this does not negatively affect your rights under it.
- 19.2. Communicating with us: If you wish to give us notice, you must do so by contacting the Support Telephone Number or the Support Email Address.
- 19.3. Communicating with you: We'll give notice to you via our website or by email. It's your responsibility to ensure we have an up to date email address.
- 19.4. Unenforceable terms: If any part of this Agreement cannot be enforced, all other parts of this Agreement will still apply.
- 19.5. Delays: If we delay in taking any steps under this Agreement against you in respect of you breaking this Agreement, that doesn't prevent us taking steps against you at a later date.
- 19.6. Sub-contractors: We shall be entitled to carry out our obligations under this Agreement through any agents or sub-contractors appointed by us from time to time.

- 19.7. IP Rights: We and our suppliers still own any intellectual property rights associated with the Service, the Additional Services and equipment, and you won't own any rights in them by using them.
- 19.8. Force Majeure: Neither party shall be liable for any breach of this Agreement caused by force majeure, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, industrial disputes of any kind, fire, lightning, explosion, floods, subsidence, acts or omissions of persons or bodies for whom either party is not responsible, any change to software or Internet protocols or failure of the Internet in part or in whole or any other cause whether similar or dissimilar outside either party's reasonable control.
- 19.9. After our agreement: Clauses 15 (Liability), 16 (Indemnity), and 19 (Other things we need to tell you) apply even if our agreement has ended.
- 19.10. Complaints: We want to resolve any complaints you might have. How we'll do this is set out in our Complaints Code of Practice.
- 19.11. Laws and courts that apply: Dutch law applies to our agreement and claims between us will be brought in the Dutch courts.
- 19.12. The European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr/>.

# SERVICE DESCRIPTIONS

## THE SERVICE

The Services shall enable you to connect the Registered Devices to the Internet by either a Wired Connection and/or by 4Wireless as shall be stated in the Service Information.

The Service will not be compatible with or support the use or connection of connected devices such as wireless speakers or printers or the use of TV casting devices.

The Service is necessary for you to be able to subscribe to any Additional Services.

We aim that the 4Wireless service will be available but cannot guarantee this.

The number of Registered Devices depends on our Agreement with the Owner and/or if you subscribe to any Additional Service. This will be confirmed in the Service Information.

## ADDITIONAL SERVICES

4Network	<p>4Network allows the devices registered to your ASK4 account to be able to communicate with one another over the wired and wireless network within your accommodation.</p> <p>This means that you can connect your devices within your own virtual, private and secure wireless network via the building's shared infrastructure, facilitating the use of devices like digital media players (e.g Chromecast), network-enabled printers, wireless speaker systems and Network Attached Storage (NAS) systems.</p> <p>Without enabling 4Network, your wireless devices will be able to connect to the Internet but won't be able to see or connect with each other.</p>
4Connect and 4Connect Plus	<p>4Connect is an add-on service that enables a resident to register and connect multiple devices (e.g. iPads, games consoles, laptops)</p>
Support	<p>We'll provide assistance by telephone, email, text message or by other means we may determine during Support Hours to enable access to the Service and Additional Services via the Registered Devices</p> <p>We may, at our absolute discretion, provide for support engineers to assist you at your Residence, but we are not required to do so.</p> <p>We can only support access for Compatible Devices and we cannot provide general support for any Registered Device outside of support to get it to connect to the Services or Additional Services.</p> <p>We cannot provide support for software installed on any Registered Device or any peripheral devices connected to any Registered Device.</p> <p>We cannot assist with any virus, Trojan, Adware or other malicious software infection or any fault arising out of the use of any Registered Device.</p>
Pricing	<p>As the prices of our Service and/or Additional Services depend on the Residence to which we provide our Service and/or Additional Services to, this information is provided in the online signup process.</p> <p>You can also get this information by contacting the Support Email Address.</p>

Support	<p>We'll provide assistance by telephone, email, text message or by other means we may determine during Support Hours to enable access to the Service and Additional Services via the Registered Devices</p> <p>We may at our absolute discretion to provide for support engineers to assist you at your Residence but we are not required to do so.</p> <p>We can only support access for Compatible Devices and we cannot provide general support for any Registered Device outside of support to get it to connect to the Services or Additional Services.</p> <p>We cannot provide support for software installed on any Registered Device, peripheral devices connected to any Registered Device.</p> <p>We cannot assist with any virus, Trojan, Adware or other malicious software infection or any fault arising out of the use of any Registered Device.</p>
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# ACCEPTABLE USE POLICY

## DISRUPTION TO THE SERVICE

You may not disrupt the Service.

The Service may not be used to access or interfere with computer networking or telecommunications services of any customer, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.

The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device that you choose to connect to the Service, including any data stored on that device.

We reserve the right to impose transfer-limits on customers who regularly use the Service in an excessive fashion where such usage disrupts the service of other customers.

The Service is intended to be used for personal non-commercial purposes.

You shall not make the Service available to any third party by any means. It is your responsibility to secure your own computer and systems so that third parties cannot gain access to the Service and use resources without your specific knowledge.

## INAPPROPRIATE USE

There may be content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. We assume no responsibility for the content contained on the Internet or otherwise available through the Service.

You assume the risk of accessing content through the Service, and we nor any of our employees, agents or suppliers shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.

You may not use this Service for anything unlawful, immoral or improper. In addition to the foregoing, in particular, but without limitation, the User shall refrain from using the Service for:

- a) Harass or disturb third parties and/or violate their privacy and privacy;
- b) Impersonate other users or third parties;
- c) Spy on other Users or third parties;

d) Damage the reputation, image of other Users or third parties; and

e) Advertising purposes, in order to promote products, services or activities of themselves or third parties.

In the event that you become aware that a third party is engaging in any of the aforementioned conduct, we ask that you notify us via email in order for us to take appropriate action.

Content questions or complaints should be addressed to the content provider and not to us.

You are solely responsible for any information that you publish on the Internet. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content.

We reserve the right (but are under no obligation) to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

## INTELLECTUAL PROPERTY RIGHTS

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The Service must not be used to access, host, share, copy or distribute unlawful material in any way and in particular but without prejudice to the generality thereof material that is protected by Copyright, Trademark, Registered Design Rights or any other recognized Intellectual Property Rights without the express permission of the holder of such rights by any means in particular but without prejudice to the generality thereof by peer-to-peer file sharing.

We, as providers of the Service, do not hold any responsibility in any illegal acts committed by the user while connecting to the Service. Any infraction committed against the Rights mentioned above is solely claimable against the user, nor us, nor the manager of the premises. You agree to indemnify us absolutely with regard to any liability arising in this respect.

We reserve the right at our absolute discretion to limit access to Services that in its opinion exist primarily or entirely for the purpose of sharing material in breach of Intellectual Property Rights.

We reserve the right to discontinue the Service if you are in breach of this provision.

## LEGAL OBLIGATIONS

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By using the Service to reproduce, publish, display, transmit and distribute content, you are warranting that the content complies with this policy and authorizing us and our employees, agents and suppliers to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the content in a timely manner when required through legal processes.

# ASK4 CANCELLATION FORM

Any non-business service from ASK4 can be cancelled using this form.

## RIGHT TO CANCEL

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You have the right to cancel your agreement within 14 days without giving any reason.

The cancellation period will expire after 14 days from the date of the Order Confirmation generated as part of the online sign-up process or the date of an email confirming the terms of the services ordered.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You may use the attached model cancellation form, but it is not obligatory.

The letter or the notice should be sent to ASK4 Limited at the detail below:

### BY POST

Devonshire Green House, 14 Fitzwilliam Street Sheffield S1 4JL

### BY EMAIL

support@ask4.com

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

You can telephone us to tell us that you wish to cancel but we cannot act on a telephone call alone. It is essential that if you wish to cancel, you follow the procedure set out above

## EFFECTS OF CANCELLATION

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There are generally no costs of delivery, so the following is unlikely to apply but we may not refund the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us.

If goods were supplied (which is generally not the case), we may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and in most case not later than 14 days after the day on which we are informed about your decision to cancel this contract.

If goods were supplied (which is generally not the case), we may not make the reimbursement until:

- 14 days after the day we receive back from you any goods supplied, or
- 14 days after the day you provide evidence that you have returned the goods.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

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## MODEL CANCELLATION FORM

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To ASK4 Netherlands Limited [in one of the following ways]: by post to Devonshire Green House, 14 Fitzwilliam Street Sheffield S1 4JL; or by email to support@ask4.com

I/We [\*] hereby give notice that I/we [\*] cancel my/our [\*] contract for the supply of the following service

[ASK4 note: Insert above brief details of service ordered]

Ordered on [Insert date]

Name of consumer(s)

[ASK4 note; the 'consumers' are you, the person or persons who placed the order]

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

[\*] Delete as appropriate

# THINGS WE ARE REQUIRED TO TELL YOU

The below table sets out the information we are required to provide to you under consumer protection legislation.

DESCRIPTION OF THE SERVICES	The description of services will be provided as part of the signup process and in the Service Description section above.
OUR NAME	Our name is ASK4 Netherlands Limited, a company registered in England with number 12117509.
OUR ADDRESS AND CONTACT DETAILS	Our address is Devonshire Green House 14 Fitzwilliam Street Sheffield S1 4JL. Our phone number is 0031 (0) 202 254 856. We do not have a fax number. Our email address is support@ask4.com.
DO WE ACT ON ANYONE'S BEHALF	We are not acting on behalf of any other trader.
OUR PLACE OF BUSINESS	Devonshire Green House 14 Fitzwilliam Street Sheffield S1 4JL.
TOTAL PRICE OF THE SERVICE	This is provided in the Service Information and as part of the sign-up process.
OUR DELIVERY CHARGES	There are no delivery charges.
ON-GOING CHARGES	Where there is a monthly or other periodic payment due this will be shown as part of the sign-up process.
COST OF CONCLUDING THE CONTRACT	There is no cost of using the distance communication for the conclusion of the contract other than at the basic rate.
PAYMENT PROCESS	Payment will be taken when you place the order for the Service. The time by which the Service will normally be enabled will be as soon as you complete the sign-up process and should take no longer than 24 hours.
COMPLAINTS PROCESS	Our complaints handling policy can be found at <a href="http://files.ask4.com/codes-of-practice/ask4-residential-cop.pdf">http://files.ask4.com/codes-of-practice/ask4-residential-cop.pdf</a> .
RIGHT TO CANCEL	You have a right to cancel for 14 days from the date on which you receive the Order Confirmation. The Order Confirmation will be presented to you as part of the online sign-up process or sent to you by email immediately after you place the order.
RETURN OF GOODS	The contract does not relate to the sale of goods so this provision is not applicable.
COST WHEN YOU CANCEL	we reserve the right to charge the Service Fee on a pro rata daily basis for any Services or Additional Services received up to the day following that you told us you wanted to cancel, any other charges for anything you've used (for example charges for calls you have made); and any connection or activation fees.
SUPPORT NUMBER	For support please phone 0031 (0) 202 254 856 or email support@ask4.com.
OUR CODE OF PRACTICE	For our code of practice please see <a href="https://support.ask4.com/">https://support.ask4.com/</a> .
THE DURATION OF THE CONTRACT	The duration of the contract will be provided as part of the sign-up process. Termination provisions can be found in the ASK4 User Agreement above.
MINIMUM DURATION OF YOUR OBLIGATIONS UNDER THE CONTRACT	The minimum duration of your obligations is for the duration of the contract and will be provided as part of the sign-up process.
ANY DEPOSITS OR OTHER FINANCIAL GUARANTEES TO BE PAID OR PROVIDED	There is no requirement for the payment of a security deposit or any form of guarantee.
FUNCTIONALITY OF DIGITAL CONTENT	The contract does not relate to digital content.

COMPATIBILITY OF DIGITAL CONTENT WITH HARDWARE AND SOFTWARE	The contract does not relate to digital content.
OUR OUT OF COURT COMPLAINT AND REDRESS MECHANISMS	<p>ASK4 is a member of OS:C (Ombudsman Services: Communications). Any dispute that cannot be resolved by negotiation will be referred to OS:C for their decision in accordance with the ASK4 User Agreement. For further information on OS:C go to <a href="http://www.ombudsman-services.org/communications.html">http://www.ombudsman-services.org/communications.html</a>.</p> <p>Student and residential customers within the EU can raise an issue via the Online Dispute Resolution platform at <a href="https://ec.europa.eu/consumers/odr/main/?event=main.home.show">https://ec.europa.eu/consumers/odr/main/?event=main.home.show</a>.</p>

# ASK4