

END USER TERMS AND CONDITIONS
(Residential Broadband Service
and
Residential Broadband with Phone Service)

1. About us

Optify Mediaforce Limited, trading as “Optify”, is an Internet Service Provider. We are registered in England under company number 03921568, and our registered office address is at 1 Kingsmill Business Park, Chapel Mill Road, Kingston upon Thames, KT1 3TG. We are regulated in the UK by Ofcom. We are a member of the Internet Service Providers Association (“ISPA”) and we are registered with Ombudsman Services (an independent dispute resolution service). Please see our [Complaints Code of Practice](#) for more details.

2. Introduction

- 2.1. In order to be able to use our residential broadband service (the “Residential Broadband Service”) and/or our bundled voice service (the “Phone Service”) (each also a “Service”; together the “Services”), you will need to provide certain details to us, and abide by these terms and conditions. The details provided by you on registration are important and must be true, correct and complete. You agree to notify us immediately of any changes, which are relevant to your registration by informing us at care@optify.net.
- 2.2. If we suspect that you are in breach of these terms and conditions, or you do anything, which would put us in breach of our statutory or other obligations, we reserve the right to suspend or terminate your access to the Services without liability to you. We will give you notice of suspension or termination as soon as it is practical to do so.
- 2.3. Services are either subject to a 12-month commitment or a ‘no contract’ monthly rolling subscription. If we make a decision to cease providing the Services to this accommodation, the Service to you will end without liability on you or us for the early termination. Details of how the Services may be cancelled by you on other grounds are set out at paragraph 10 below.
- 2.4. Prior to providing the Services, we may carry out a site survey. We shall have no liability for non-provision of the Services where our site survey indicated that it would not be commercially viable for us to provide the Services at your location.

3. Using the Services

- 3.1. The Services are provided solely for your own personal use and enjoyment. You may not allow others to use the Services whether for payment or otherwise. You may not use any Services or any equipment provided by us in connection with your use of the Service (“Service Equipment”) for business purposes.
- 3.2. You are responsible for the use of any user IDs, PINs, passwords or any other credentials provided to you in order to access the Services. You must keep such credentials secure and must not share them with any other person. We shall have no liability to you for any misuse of these credentials by any third party.
- 3.3. If you become aware that your credentials have or may become known to a third-party then you must contact us immediately. We will cancel the credentials and re-issue you with new ones. Until you have notified us, you will be responsible for any charges incurred using those credentials.
- 3.4. You agree that any use of the internet is at your own risk and that you are responsible for providing your own firewall and for protecting your own equipment against viruses, worms, Trojan horses and other forms of malicious software. If you do not and your use of the Services knowingly or unknowingly threatens the integrity of our network or the use of the Services by others, we retain the right to suspend or terminate your Services without notice and without liability to you.

- 3.5. The internet contains material that is inappropriate for minors and may cause offence to others. We do not censor or restrict access to any material or information on the internet unless required to do so by a competent authority. We will however refer any complaints you make to the Internet Watch Foundation for further investigation.
- 3.6. At your location, you have access to our voice service ("Phone Service"). You must register with us the physical location where you will be using this Service. This is because if you need to dial 999/112, the emergency services will need to identify your location and phone number. It is mandatory that we share your name, address and telephone number with the emergency services, and it is your responsibility to maintain the accuracy of your location address via your online account, or by calling Customer Care, if there are any changes. If you do not update us with changes, it may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112.
- 3.7. Our Phone Service may not offer the range of features you may expect from a standard telephone line and is dependent on your connection to the Residential Broadband Service being available. In the event of a power outage or equipment failure at your location, or any loss of service in the network serving your location, such an event may prevent you from being able to make 999/112 calls. It is important therefore that you ensure you have an alternative means of contacting the emergency services, such as a mobile phone.

4. Our Services

- 4.1. The internet access Services we provide are based on a shared or "contended" network. You acknowledge and agree that the performance of the Services is not guaranteed and will be subject to variation based on the behaviour of other Service users.
- 4.2. Furthermore, you acknowledge and agree that it is not possible for us to provide a fault-free Service to you and that we do not undertake to do so.
- 4.3. If you experience a fault, please report it to us as soon as possible either by telephone or email. You must follow any reasonable instructions that we give you. We will use reasonable endeavours to restore Service as soon as we can.
- 4.4. If you report a fault, but we subsequently find that the Service is working correctly, we may make a charge to you to cover our reasonable costs of investigation.
- 4.5. Sometimes it may become necessary for us to interrupt the Services we provide to you. We will restore Services to you as quickly as we can.
- 4.6. You agree to allowing us access to your accommodation should we need it to install or maintain the Services. Where we need such access, we will provide you with not less than 24 hours prior notice (or at any time without notice in an emergency). Where we agree an appointment, you may cancel or rearrange it by contacting us not less than 24 hours beforehand. However, should you agree an appointment with us, but fail to turn up or allow us the access we need, we reserve the right to charge you our reasonable costs.
- 4.7. Sometimes we may need to make minor changes to the Services that we provide. Where we need to make more significant changes to the Services, which may materially detract from your experience, we will provide you with not less than 30 days' notice. Where we make changes, which will in our reasonable opinion improve your experience, we do not need to give you any notice.
- 4.8. If we feel that your Internet activities result in data usage, which is so excessive that other users on the network are (or the network itself is) adversely affected, we may contact you (by telephone, email or otherwise). In extreme circumstances, should the levels of activity not reduce to an acceptable level, we may suspend or terminate your access to the affected Service(s).
- 4.9. It is a condition of your use of our Services that you comply with our Acceptable Use Policy. We may, at our discretion, run manual or automatic systems to determine your compliance with our [Acceptable Use Policy](#) (e.g. scanning for "open mail relays"). By using our Services, you are deemed to have granted permission for this limited intrusion into your use of the Service and of any equipment used by you to access that Service.

5. Third party services

- 5.1. Optify may from time to time provide links from its website to third party websites from which you can purchase TV service, which can be used in connection with the Services. Such TV services are not supplied by Optify but are provided by an independent third-party provider at prices fixed by such third parties, and on their standard terms and conditions of business. We accept no liability for any third-party agreements which the customer chooses to enter into as a result of Optify providing links to such third-party websites or for the quality or suitability of such services for your needs.
- 5.2. All prices and products to be supplied by a third-party provider, are subject to change at any time without notice.
- 5.3. TV promotions are only available to new customers and customers that have not previously chosen a TV service via Optify.
 - 5.3.1. To be eligible for any offer, the customer must first sign up to Optify's Residential Broadband Service.

6. Equipment and Software

- 6.1. Where you have ordered a Service, which requires Service Equipment to be provided by us, we will deliver such Service Equipment to the accommodation address that you provide at registration and/or make available to you any required software and any Service specific service terms ("Service Terms") for download from our portal.
- 6.2. Any Service Equipment that we provide to you remains our property unless the Service Terms state otherwise.
- 6.3. You agree that you will look after any Service Equipment. You will not connect equipment to the Service Equipment, which does not bear the European Consumer Equipment Standards CE mark or connect anything that may harm the Service Equipment or our network. If our Service Equipment is damaged other than through normal wear and tear, you agree to pay us our reasonable costs for its replacement or repair.
- 6.4. You agree that you will obey any reasonable instructions that we give to you and will not use any of our Service Equipment for any other purpose than for which it was supplied.
- 6.5. You agree that you will not open or disassemble our Service Equipment, remove any labelling, attempt to modify or repair it. Furthermore, you will not remove, copy or modify any software or firmware required for its operation or publish it or provide it to any other person.
- 6.6. Likewise, where we provide software for your use, it is for your personal use only and you must not copy or modify it, remove any markings or labelling, publish it or provide it to any other person.
- 6.7. If you do not follow these instructions, you agree to indemnify us against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages reasonably arising from or incurred as a result of your actions.
- 6.8. Should any of our Service Equipment require rechargeable or replaceable batteries for its operation, you are responsible for recharging or replacing them as necessary.

7. IP addresses and phone numbers

- 7.1. Where we provide you with a public IP address, we do so on the basis that you obtain no rights in the IP address and that you cannot use that IP address other than in conjunction with the Services, which we provide to you.
- 7.2. You are allowed to port your existing telephone number over to the Phone Service. However, where we provide you with a telephone number, we do so on the basis that you obtain no rights in that telephone number and that other than where you port that number to another provider following termination of your Phone Service with us, you may not use that telephone number other than in conjunction with the Phone Service, which we provide to you.

8. Pricing and Payment for our Services

- 8.1. The prices and fees for our Services are available on our website at www.optifyourworld.com. Our prices all include VAT where relevant.
 - 8.1.1. Package prices are monthly charges for our provision to you of our Residential Broadband Service and our Phone Service. Each Service is charged monthly in advance.
 - 8.1.2. The Phone Service comes with the additional call package which you select from our website. Call charges outside of the package will be billed separately on a monthly in arrears basis.
 - 8.1.3. Where you choose a “no contract” (monthly rolling) option rather than a 12-month commitment, there will be a one-time activation fee for connecting to the Service.
 - 8.1.4. Payment Return Fee. Every time your direct debit payment bounces or fails for any reason, we reserve the right to charge a Payment Return Fee.
 - 8.1.5. Cancellation Fee – charged within the cooling off period.
 - 8.1.6. Early Termination Fee – charged if you terminate a Service with a 12-month commitment within the 12-month minimum term commitment period.
- 8.2. We will collect all charges monthly in advance, except for call charges outside of your inclusive Phone Service package, which will be billed on a monthly in arrears basis.
- 8.3. All payments and charges shall be paid by you via direct debit unless otherwise permitted by us in writing.
- 8.4. In the event that any payment is rejected by your bank, we will notify you by email and you will be asked to provide new bank details.
- 8.5. We will provide you with details of all charges applied to your account and the facilities to view and print out VAT invoices via a secure area on our portal.
- 8.6. Should you dispute any charges that have been applied to your account, you should contact us immediately providing details of the disputed charges and your reasons for disputing them. We will not suspend the affected Services until we have investigated any reasonably disputed amount.

9. Cancellation and Termination of a Service

- 9.1. Following your initial order for the Service, you may cancel this Service within the “cooling off period” of 14 days set by law, starting the day after we send you your order confirmation. In order to cancel, you must contact Customer Care.
 - 9.1.1. If you specifically request a date for us to start work on your order before the end of the cooling off period and then cancel the Service, we have the right to charge you a Cancellation Fee, notwithstanding that we would still otherwise be in the cooling off period.
 - 9.1.2. The cooling off period applies to the initial order for any of our Services. It does not apply to subsequent orders for Services or changes to the initial order.
- 9.2. Should you have received any Service Equipment from us, you must return it to us undamaged and in its original packaging by contacting us and following the instructions we give you. If you fail to do so, we may charge you our reasonable costs of recovering the Service Equipment from you.
- 9.3. Where you have taken out a Service with a 12-month minimum term commitment, you may terminate the Service after the cooling off period has ended, by giving us not less than 30 days’ notice. However, if this termination of Service takes effect before the expiry of the 12-month minimum term, we will apply the Early Termination Fee.
- 9.4. Where you have taken out the “No contract” option (monthly rolling), you may terminate the Service after the cooling off period has ended, by giving us not less than 30 days’ notice. You will not be liable for an Early Termination Fee.
- 9.5. Details of Cancellation and Early Termination Fees can be found on our website at www.optifyourworld.com.

- 9.6. These rights are in addition to any statutory cancellation rights you may have in relation to the cancellation of services.

10. What happens if you commit a breach of these terms and conditions

- 10.1. If you commit a breach of these terms and conditions through any form of misuse of a Service, we may immediately suspend that Service and/or give you notice of the termination of your right to use the Service again. If you had signed up to a 12 month minimum contract term, then you would be liable for an Early Termination Fee in connection with such termination. We may also take action against you in the courts to recover any costs we incur as a result of your actions.
- 10.2. If we become aware of other ways in which you have breached these terms and conditions, we will normally give you a reasonable time to put matters right before we suspend and/or terminate your Service(s). Depending on the circumstances, we may tell you what you need to do for us to restore Service to you.
- 10.3. Sometimes you may break a particular provision of these terms and conditions, and we will choose not to do anything about it. However, this does not mean that we cannot take action in future over you breaking that particular term or condition, or any other term or condition.

11. Your personal information

- 11.1. We will respect your personal information and undertake to comply with all applicable UK data protection legislation currently in force.
- 11.2. Details of the UK data protection law and registration requirements can be found at www.dataprotection.gov.uk.
- 11.3. In relation to the personal information provided by you on registration, you agree that we may use such information in accordance with the purposes for which your permission has been obtained on registration.
- 11.4. In order to maintain the integrity of our Services, we reserve the right to forward your contact details to the Police, or other regulatory authorities where requested to do so; we may also forward contact details where a complaint arises concerning your use of our Services, and where that use is deemed by us to be inconsistent with these terms.
- 11.5. Other than as required by law, or as permitted under these terms and conditions, we will not disclose your registration details to any third party without your permission.

12. Copyright and Third-Party Rights

- 12.1. Any images, photographs, articles, pages, designs, drawings, software, music, information and other materials published on the internet and accessed via the services are protected by copyright. Publishing material on the internet does not mean it is available for anyone to copy. Unless the owner of that copyright specifically states that you may copy the work, you should assume that you cannot.
- 12.2. It is an infringement of our Acceptable Use Policy and an infringement of copyright to copy, reproduce, adapt, translate, broadcast or perform copyright protected material without permission, to make infringing copies available to the public or otherwise to knowingly deal in infringing copies.

13. Our responsibilities

- 13.1. Our Services are provided without any warranties or guarantees unless otherwise expressly stated.
- 13.2. We accept unlimited responsibility if you are injured or die as a result of our negligence.
- 13.3. If your physical property is lost or damaged as a result of our negligence, we will pay your reasonable proven damages up to £1 million in any 12-month period for this loss or damage subject to the limitations set out below.

13.4. We have no responsibility to pay you compensation if directly or indirectly as a result of using our Services you suffer any form of financial loss, loss of business, loss of opportunity or anticipated savings, loss of goodwill or reputation, loss or corruption of data, loss due to the actions of malicious software or any other form of loss that could not have been reasonably expected and whether or not we have been negligent.

13.5. We will have no responsibility to return any pre-payments made by you in the event that we terminate any Service due to your breach of the Agreement.

13.6. Other than as described above in paragraphs 13.2 or 13.3, we will not pay compensation of more than £1,000 in any calendar year, even in the event that we have been negligent.

14. Communications

14.1. You can contact us at any time by telephoning 0333 308 0090, or by email at: care@optify.net. Calls may be recorded for monitoring and training purposes.

14.2. We may use email to communicate with you from time to time. Emails from us will be sent to your primary billing email address. We will consider the email delivered at the same time that it is sent.

14.3. We make all reasonable efforts to ensure that all information provided by us in connection with our Services is accurate at the time of its publication. However, there may be errors, inaccuracies or omissions in respect of which we exclude all liability. We make no representations or warranties about the information included on our web pages (including links to third parties' web pages). You shall be solely responsible for any decisions you make based on the information contained on such web pages.

15. Complaints

15.1. If you are having a problem with us or our services, you may want to contact us to make a complaint.

15.2. Our Complaints code of practice outlines how you can get in touch with us in order to make a complaint, and also tells you how we would deal with your complaint.

15.3. It is available online at www.optifyourworld.com, or you may get a copy by calling our Customer Care team on 0333 308 0090.

16. Events beyond our control

16.1. We are not liable for any failure to perform our obligations if we are prevented from doing so by an event or events beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; fire; flood or storm).

17. Other matters

17.1. No third party is entitled to enforce any part of these terms and conditions under the Contracts (Rights of Third Parties) Act 1999.

17.2. The contract formed by virtue of your agreement to these terms and conditions is personal to you and you cannot assign or transfer it to anyone else.

17.3. We can assign or transfer any of our rights and/or obligations hereunder to another company (whether in whole or in part), including another company within our group of companies. If we do so, it will not adversely affect your rights as set out in these terms and conditions.

17.4. These terms and conditions are subject to the laws of England and Wales.