

These **Service Terms** apply to all broadband Internet access services provided by **TimeTalk**. They are subject to our Residential Terms and Conditions and, where **we** provide broadband Internet access services as part of a package of services, the terms of our Multi-Play Package Agreement also apply.

## 1. Meanings

Certain words used in these **Terms** have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below under the heading "Defined Terms". Others appear in the text of these **Terms**.

## 2. The Service

### 2.1 What services will we provide?

In exchange for **you** paying the relevant **Charges**, **we** will provide **you** with the following:

- a) A single concurrent high-speed access to the Internet
- b) **Technical Support** (but not tuition)
- c) Software and other applications and features (if any) stated in **your Order Confirmation**.

### 2.2 What you need to use the Service?

Before **we** can provide **you** with the **Service** **you** must satisfy the following conditions:

**You** must have:

- a) A valid contract for the use of an analogue direct exchange line which terminates on a master socket forming part of a public telecommunications network;
- b) An **Access Device** which meets the minimum technical requirements, which are: Operating System Windows Me, Windows 2000, Windows XP, Windows Vista, Windows 7 System Requirements 200 MHz or faster Wi-fi enabled
- c) A line filter (also known as a micro filter) which **TimeTalk** may provide **you** with as part of the **Service**.
- d) An ADSL Modem or router.

2.3 The **Service Address** must be within the **Service Availability Area**. We will only provide the **Service** to the **Service Address**.

2.4 The **Equipment** (including but not limited to the modem and/or router) must be correctly installed;

2.5 The line must be activated by the **Telecom Provider** to accept the **Service**.

2.6 Activation of the **Service** may result in **you** experiencing a temporary loss of **your** analogue line. **We** accept no responsibility for and will not be liable for this loss.

2.7 Some modifications may need to be made to **your Access Device** to enable **you** to use the **Service** and it is **your** responsibility to ensure that such modifications do not invalidate the terms of any warranty or contract **you** may have in relation to **your Access Device**. **We** will not be liable for the invalidation or breach of **your Access Device's** warranty or any other contract relating to **your Access Device** as a result of work carried out by **you**, **TimeTalk** or **TimeTalk's** agents in order to make **your Access Device** operate with the **Service** unless such breach or invalidation is a result of **TimeTalk's** negligence.

2.8 **You** must cancel any other broadband (or other internet access service) supplied by another service provider through the BT or other non-cable telephone line that **you** wish to use to receive **Service** from **TimeTalk** and your telephone landline at the **Service Address** must be clear of **your** former service provider's broadband or internet access service.

## 3. Minimum Contract Period

The minimum contract period for the **Service(s)** is 24 months ("the **Minimum Period**"). Upon the expiry of the **Minimum Period** **you** may terminate the **Service(s)** by giving **us** not less than 30 days written notice. Where **we** provide the **Service(s)** as part of a package of services and have agreed a shorter **Minimum Period** for the **Service(s)** this may be subject to **you** complying with the applicable terms of that package in default of which a minimum term of 24 months from the **Service Start Date** will apply.

## 4. Charges – How much do I pay?

### 4.1 Fixed Charges

Our standard charges for the **Service** are set out in the **Price List**. Where **we** provide the **Service** as part of a package of services **we** may agree to discount our standard charges.

The **Charges** **you** have to pay will be set out in the **Price List** and/or your **Order Confirmation**.

### 4.2 Usage Allowances

Certain service products have monthly data transfer allowances ("**Usage Allowance(s)**") that stipulate the amount of data **you** can transfer each month, measured in Gigabytes, without any additional charges. Details of the usage allowance applicable to **your** chosen **Service** product are set out in **your Order Confirmation**, on the **Website** and in **My Account**.

'Unlimited' **Service** products are all subject to a fair usage allowance. The prevailing fair usage data transfer allowance for 'unlimited' products can be found in **My Account**, on the **Website** and/or in the **Price List**.

Should the amount of data **you** transfer exceed **your usage allowance**, or in the case of 'unlimited' products the **fair usage allowance**, **TimeTalk** may, at its sole option, limit your usage by use of "speed limiter", which prevents further data transfer once the threshold has been reached, or charge **you** for data transferred in excess of the usage allowance or the fair usage allowance (whichever is applicable) in the manner set out below.

The data **you** transfer using the **Service** is measured automatically and all data on **your** data usage is gathered in accordance with our **Privacy Policy**.

**You** can monitor **your** usage and the amount of data **you** transfer each month in **My Account**.

If in any billing month **you** exceed **your** usage allowance or, in the case of 'unlimited' products the allowance set by our fair usage policy, **you** will be charged for any bandwidth usage in excess of the applicable allowance in 1 Gigabyte increments at the rate of £0.99 per Gigabyte or as otherwise set out on the **Price List**.

**TimeTalk** may vary this rate from time to time. In the event that it does, rate changes will be notified to **you** in advance via the **Postboard**.

Information and guidance on bandwidth use can be found on the **Website**.

**You** may upgrade to **Service** products with higher usage allowances at any time by contacting a member of our sales team.

**You** may only downgrade **your Service** product to a product with a smaller usage allowance after the **Minimum Period** has ended.

## 5. Quality of Service - What quality of service can I expect?

5.1 **We** do not warrant (or promise) that the **Service** will be free of defects, uninterrupted or secure but **we** will endeavour to correct reported defects as soon as **we** reasonably can. In performing our obligations under the **Contract** **we** will exercise the care and skill to be reasonably expected of a competent internet service provider.

5.2 The quality of the **Service** is dependent on the distance of the **Service Address** from the BT exchange, the quality of your BT telephone line and the internal wiring at the **Service Address**, the number of other ADSL connections within the same cable to the exchange, interference from electrical devices at or near the **Service Address**, geographic, atmospheric or other conditions or circumstances beyond our control.

5.3 **TimeTalk's** provision of the **Service** is dependent upon the operation of the **Telecom Provider's** telecommunications network and the operation of the Internet in general. The **Service** is provided to **you** on a contended basis, which means that **you** share network capacity with other customers. The contention level and maximum access rate (or speed) of **your** connection is specified in the **Order Confirmation** and in **My Account**. This is a maximum speed and the actual access rate may vary from time to time due to the fact that the **Service** is contended and other external matters over which **TimeTalk** has no control.

5.4 **TimeTalk** will not be liable for any failure or delay in the **Service** due to problems with the **Telecom Provider's** telecommunications network or the Internet in general, except to the extent that those problems are caused by our negligence.

5.5 Where **you** use **Third Party Equipment** or software in conjunction with the **Service** our provision of the **Service** is dependent upon the operation of the **Third Party Equipment**. **TimeTalk** will not be liable for any failure or delay in the **Service** caused by or due to problems with **Third Party Equipment**, except to the extent that those problems are caused by our negligence.

- a) From time to time **we** may suspend the whole or any part of the **Service** for routine maintenance work. **We** will give **you** as much notice of any suspensions as is reasonably possible by posting details on the service status page at [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info)

5.6 or by e-mail, but **we** will not be liable for any loss suffered by **you** or others as a result of such suspension.

5.7 Whilst **TimeTalk** uses reasonable endeavours to keep the **Service** secure and free of viruses, worms and other hostile code **we** do not guarantee that this will be the case. **TimeTalk** reserves the right to suspend the whole or any part of its **Service** at anytime without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.

## 6. Conditions of Use of the Service

### 6.1 You agree not to use the Services:

- to transmit or receive any material (including making telephone calls) that maybe considered illegal, defamatory, offensive, racist, obscene, indecent, menacing (including when talking to our customer service agents) or allowing someone else to do these things, or connected with any criminal offence;
- to do anything, or allow anything to be done, which could damage **our** Network;
- to do anything in contravention of any and all applicable laws, statutes, rules or regulations in force in the jurisdiction in which **you** use the **Service** and where the **Service Address** are located.
- to do anything, or allow anything to be done, which constitutes a violation or infringement of the rights of any person (including rights to copyright or confidentiality) or a violation or infringement of any duty or obligation to any third party;
- to do anything which causes inconvenience or distress to any third party;
- for any marketing purposes or their procurement; or
- for fraudulent or criminal activities.
- Other than in accordance with our Acceptable Use Policy

6.2 You agree not to tamper with **your** telephone line or otherwise do anything, which may cause damage to it.

6.3 **We** may require **you** to reimburse **us** for any reasonable and foreseeable losses, costs and expenses which **we** incur as a direct result of the misuse of the **Service** either by yourself or by someone **you** have knowingly allowed to use the **Service** **we** provide to **you**.

6.4 In using the **Service**, **you** must comply with:

- our Acceptable Use Policy** both in letter and spirit and **you** must also take reasonable steps to ensure that other persons using the **Service** **we** provide to **you** also comply with this policy; and
- our Fair Usage Policy**; **we** reserve the right to manage or regulate your usage in accordance with the **Fair Usage Policy** as amended from time to time.

6.5 All information and material submitted to and accepted by **TimeTalk** via the **Service** or the **Website** by way of contributions to chats, discussions and user reviews shall be deemed to be and shall remain **your** property. However, **you** hereby grant **TimeTalk** the royalty-free, perpetual, irrevocable, non-exclusive right to use, edit, copy, republish and distribute (for any purpose) any materials, data or other information that **you** submit to **TimeTalk**, and **you** will not submit any such content unless **you** are able to grant this right. **TimeTalk** shall not be subject to any obligations of confidentiality regarding such information, data or material except as required by law.

## 7. Storage Space

7.1 As part of the **Service** **we** may provide you with email facilities, web hosting and other services that involve **TimeTalk** providing online storage space.

7.2 In order to manage **our** computers and services **TimeTalk** may restrict the amount of storage space it provides. The current limits are set out on the **Website** and in **My Account**. **We** reserve the right to vary these limits from time to time and **we** will keep **you** informed via the **Postboard** of any changes. **We** also reserve the right to refuse to accept material and/or to delete material, which exceeds the relevant limit.

## 8. Privacy Policy

**We** will hold all information that **you** submit about yourself in a computer database. The ways **we** use your data are detailed in the **Privacy Policy**. For the purposes of providing **you** with telephone support **you** agree to **your** personal data being accessed from outside the EEC.

Please note that calls may be recorded and/or monitored for training and quality purposes.

## 9. Moving Home and Migrating the Service

### 9.1 Line Migrations and Transfer of Service

- If **you** have previously received broadband services from another service provider **TimeTalk** may be able to provide the **Service** to **you** using **your** existing telephone line and without the need to provision a new line. As part of the order/registration process **we** will seek to determine whether or not the transfer of your existing provisioned telephone line ("**Migration**") is possible.
- Where **Migration** is possible the time it takes to migrate **your** telephone line to enable **you** to receive the **Service** will vary depending upon the telecom provider and the contract **you** have with your telecom provider. **You** will not be able to use the **Service** until the **Migration** process has been completed. **We** will do all that **we** can to migrate **your** line as quickly as possible. If **TimeTalk** has been unable to migrate **your** line within thirty (30) days from the date of **your Order Confirmation** **you** may cancel the **Contract** by serving notice. **You** will be refunded any charges that **you** may have paid.
- If **you** have previously received a slower broadband service from another Internet service provider and wish to subscribe to faster **TimeTalk Service** products **we** will seek to migrate **your** line as explained above. Due to technical constraints which are outside **our** control, when **your** line is migrated, **you** will initially receive **TimeTalk's Service** on a like-for-like basis with the service **you** received from **your** previous service provider. Once **Migration** has taken place **TimeTalk** will seek to upgrade **your** line to enable **you** to receive the faster **Service**. The upgrading of **your** line should take between five (5) and twelve (12) days. **Your** ability to receive the faster broadband **Service** will be dependent on the quality and physical limitations of **your** telephone line, which will not be known to **TimeTalk** until after **Migration** has taken place. If due to these matters, which are outside of **TimeTalk's** control, **your** line cannot be upgraded to the faster speed, **you** agree to receive the **Service** for the remainder of the **Contract** at the optimum speed **TimeTalk** can provide the **Service** **your Service Address** from time to time. **You** agree that **TimeTalk's** inability to upgrade your telephone line to achieve the desired speed will not amount to a breach by **TimeTalk** of **our** obligations under the **Contract** entitling **you** to cancel or terminate. The **Charges** payable by **you** for the **Service** will be those set out in **your Order Confirmation** and in **My Account**, although **we** may agree to reduce **your Charges**, although **we** are not obliged to do so.

## 9.2 Moving House

- If **you** move from the **Service Address** and wish to continue to receive the **Service** at an alternative address **you** should contact Broadband Address & Number Change Support on the telephone number appearing at [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info)
- When **we** receive **your** request to supply the **Service** to a different address, **we** will terminate the **Service** at the **Service Address** and advise **you** whether **you** are able to receive the **Service** at the new address. If **you** are able to receive the **Service** at **your** new **Service Address**, subject to **you** committing to a new **Minimum Period**, **we** will arrange for **our Telecom Provider** to provision the telephone line at **your** new **Service Address** to enable **you** to receive the **Service**.
- Within 14 days of the transfer of the **Service** to **your** new address **we** will refund any **Charges** that **you** pre-paid for the period **you** were without the **Service** as a result of the transfer. **TimeTalk** will use reasonable endeavours to provide the **Services** to **you** at the speed **you** have requested, however **we** cannot always guarantee this. The speed of **your** connection and download times may be slower depending on the length of any telephone extension cables at the new address, the distance **your** new address is from the telephone exchange, the speed and quality of **your** router and modem, and congestion on **our** network or the Internet.
- If, for reasons outside of **our** control, **you** are unable to receive the **Service** at all at your new **Service Address** **we** will refund any **Charges** that **you** may have pre-paid for the period **you** were without the **Service** as a result of the termination. Unless the **Minimum Period** has expired, **we** will charge **you** a **Disconnection Fee** and any unpaid deferred **Connection Charge**, which **we** will, where possible, deduct from any pre-paid **Charges** that **we** would otherwise return to **you**.
- If **you** are able to receive the **Service** at **your** new address but, for whatever reason, decide not to do so then the **Charges** for the remainder of the **Minimum Period** and any **Deferred Payments**, will become immediately due and payable by **you**. **You** will not be required to pay a **Disconnection Fee**.

## 10. Your Responsibilities and Obligations

### 10.1 Use of the Service

- Except as provided below, **you** are responsible for your use of the **Service** and for any use of the **Service** made using **your** account, whether or not **you** authorised or were aware of such use. **TimeTalk** will not, however, hold **you** responsible for any use of the **Service** that is made via **your** account without **your** authority as a result of **TimeTalk's** negligence or breach of these **Terms**.
- Your Service** account is for a single connection only. Use of more than one concurrent connection to the **Service** may adversely affect the quality and/or performance of the **Service**.

- c) **TimeTalk** will only provide **Technical Support** for the single user **Access Device** and **Equipment** but not **Third Party Equipment**. If **you** chose to provide **your** own modem or router, or set-up **your** own network via a router (wireless or otherwise), this will be entirely at **your** own risk and **TimeTalk** cannot assume responsibility for any hardware or software associated with **your** network or its compatibility with the **Service** and **we** will not be obliged to provide **Technical Support** or advice for such devices or configuration.
- d) **You** may not transfer or give out **your** account details for others to use.
- e) **Your** chosen username or e-mail address must not mislead, infringe on others' rights, cause distress, be obscene or indicate a connection to another person, company or organisation that has not been authorised. **TimeTalk** reserves (but has no obligation) to withdraw use of usernames or email addresses in breach of this condition without being liable to **you** for any loss **you** may suffer as a consequence.

#### 10.2 Mailbox Housekeeping

- a) In order to enable the continued provision of the **Service** customers, limits are imposed on the amount of email server storage space made available for **your** use. The amount of storage space made available as part of the **Service** is specified by product type in the **Price List**, **your Order Confirmation** and in **My Account**.
- b) **TimeTalk** reserves the right at any time without prior warning to:
  - Delete from **your** mailbox any emails stored in excess of **your** limit;
  - Reject any new email sent to **your** inbox if your mailbox has insufficient remaining storage capacity to accept them;
  - Reject emails sent from or to **your** email address if the size of the e-mail and/or attachment is in excess of 2 megabytes and
  - Delete any emails stored in **your** mailbox for in excess of 60 days.

IF YOU WISH TO RETAIN ALL OR ANY E-MAILS IN YOUR MAILBOX BEYOND 60 DAYS YOU ARE ADVISED TO DOWNLOAD YOUR E-MAILS TO YOUR ACCESS DEVICE. INSTRUCTIONS EXPLAINING HOW TO DO THIS CAN BE FOUND AT [Http://timetalk.co.uk/info](http://timetalk.co.uk/info)

#### 10.3 Webspace

- a) **You** are solely responsible for (and **TimeTalk** accepts no responsibility or liability for) the content of any web space provided to **you** as part of the **Service**. **TimeTalk** reserves the right (but shall be under no obligation) to remove from **your** web space without prior notice any materials that do not comply with the **AUP**.
- b) The amount of bandwidth and online storage available for **your** webspace is limited to enable **TimeTalk** to provide the **Service** to all its customers. Details of the online storage space and bandwidth allocated to **you** can be found in **My Account**.
- c) **TimeTalk** reserves the right (but is not under any obligation) at any time without prior warning to suspend the provision of the **Service** if **you** are using excessive bandwidth.
- d) **You** cannot link the webspace to a third party (i.e. non-TimeTalk.co.uk) domain name.
- e) Functions such as CGI scripts or access logs are not available.
- f) **Technical Support** does not include support for HTML authoring or web page design.
- g) **You** are responsible for backing up data on your web pages. **TimeTalk** will not keep copies of **your** web pages and under no circumstances will **we** be responsible for the loss of any data or content on those pages if **you** have failed to properly back them up.

#### 10.4 General

**You** are responsible for:

- a) Any interoperability between **your Access Device, Equipment** and the public telephone service including but not limited to any issues within the internal wiring at the **Service Address**. **We** are not responsible if **you** are not able to use the **Service** because **Third Party Equipment** does not work properly, is not compatible with the **Service** or does not meet the **Minimum Specifications** or because of faults in any public communications network (if applicable).
- b) Keeping **your** user name and your password confidential and secure. **You** must not attempt to change **your** user name. If **you** think that **your** user name(s) has become known to any unauthorised person or may be used in an unauthorised way **you** must inform **us** immediately.

- c) Complying with any and all policies or guidelines **we** may publish governing how **you** are allowed to make use of the **Service** including, but not limited to the **Fair Use Policy** and **Acceptable Use Policy**;
- d) Providing, paying for and complying with the conditions applicable to, an appropriate telecommunications connection provided by a **Telecom Provider** and **you** agree not to block any means of **us** identifying **you** which address, telephone number or line that connection supplies;
- e) Providing true, complete and accurate information in any communication with **us** including when **you** order or register to use the **Service** and that **you** will notify **us** immediately of any changes to such information.
- f) Taking all reasonable steps necessary to ensure that any password allocated to **you** is kept confidential and is not used by any third party and notify **TimeTalk** immediately if **you** have any reason to believe that any such password has become known to a third party and/or that a third party is using or is likely to use such password to access the **Service**.
- g) Making appropriate security and confidentiality provisions in relation to **your** use of the **Service** and ensuring that **you** have up to date virus protection in place on **your Access Device** at all times;
- h) Keeping any appointments agreed with **TimeTalk** or its agents, necessary for the provision or repair, upgrade or enhancement of the **Service** or any **Equipment** and acknowledges that failure to do so may result in an **Abortive Visit Fee** becoming payable by **you**.

#### 11. Software and Intellectual Property Rights

- 11.1 **TimeTalk** grants **you** a personal non-transferable and non-exclusive licence to use exclusively in connection with the **Service** any software and documentation owned by or licensed to **TimeTalk**, which is provided or made available for **your** use by **TimeTalk** in relation to the **Service**. This licence will cease immediately on termination of the **Contract**. If **we** supply **you** with software and/or documentation provided by a third party, **you** must use that software in accordance with and abide by the terms of software licence agreement supplied with it. All rights in all software and documentation remain the property of **TimeTalk** or its licensors.
- 11.2 Except to any extent permitted by law, **you** must not and must not permit any other person to copy, modify, alter or adapt any software or documentation provided by **TimeTalk** including, but not limited to, translating, decompiling, disassembling or creating derivative works.
- 11.3 **You** may not transfer, assign, distribute, rent, lend, sublicense or lease any software or documentation provided by **TimeTalk**.
- 11.4 **You** must keep confidential and protect the contents of any software or documentation provided by **TimeTalk**. This obligation of confidentiality and protection shall survive the cancellation or termination of the **Contract** but shall not extend to any information, which is in or comes into the public domain other than as a result of **your** breach of this condition.
- 11.5 Any addresses such as email addresses, IP addresses and domain names assigned to **you** by **TimeTalk** are and shall remain the sole property of **TimeTalk**. Unless **we** have agreed otherwise in writing, **you** will not be entitled to a dedicated IP address.

#### 12. Technical Support

- 12.1 **TimeTalk** offers telephone technical support ("**Technical Support**") in respect of the **Service**. If **you** require **Technical Support** please contact the telephone number shown at [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info)
- 12.2 **Technical Support** is available for:
  - a) **Service related** issues when the **Service** is accessed using hardware running the following hardware and software:
    - Windows ME (Millennium)
    - Windows 2000
    - Windows XP Home
    - Windows Vista
    - Windows 7;
    - Internet Explorer (connection, basic settings and advance settings);
    - Outlook Express (connection, basic settings);
    - Microsoft Outlook (connection, basic settings and advance settings);
  - b) **Equipment** (excluding **Third Party Equipment**);
  - c) Filters supplied by **us** or on **our** behalf;
  - d) Installation of hardware and software provided by **TimeTalk** for use in relation to the **Service**;

- e) Faults resulting in loss of connectivity in respect of the line provided by our **Telecom Provider** (we will refer any problems you may have to our Telecom Provider and act as a go between to try and diagnose and resolve your problem).

**12.3 Technical Support** does not include support of:

- a) **Third Party Equipment**
- b) Software supplied not supplied to you by **TimeTalk**
- c) Switchboards, pbx or networks through which you may access the Service.
- d) Home networking (aside from initial configuration and diagnosis of **Equipment**)

**13. Our responsibility to you**

- 13.1** If **you** suffer a continuous total loss of the **Service** at any time after **we** have provided it, **we** promise to put things right by midnight on the third weekday (not public and bank holidays) after **you** have reported the fault to us unless a specific appointment date is agreed. **We** will treat a fault reported after 6pm on a weekday, or anytime at weekends or on a public or bank holiday, as if **you** reported the fault at 9am on the next weekday after the day **you** reported the fault to **us**.
- 13.2** By continuous total loss of the **Service** **we** mean the inability to make a connection to the internet using the **Service** due to a fault in any part of **TimeTalk's** network, which excludes any third party network or any home network within **your Service Address** leading from the socket in **your Service Address**.
- 13.3** Should **we** fail to rectify reported faults that are within our control within the aforementioned time frame **we** will provide **you** with a credit for each whole day that **we** are late in restoring the **Service**. This credit will be equal to the daily charge of **your** rental for each day that applies. The pro rated daily charge for the **Service** i.e **your** monthly subscription for the **Service** multiplied by 12 and divided by 365. **You** will not qualify for a credit if the fault relates to **your** phone line or **Third Party Equipment**.
- 13.4** **You** must contact **us** in writing to claim a credit. If **your** credit request is been approved it will be applied against future or current outstanding **Charges** due for the **Service**.
- 13.5** **Our** only responsibility is to pay **you** the credits described above, unless **we** are negligent.
- 14. What happens at the end of the Contract?**
- 14.1** **You** may end the **Contract** for the **Service** by serving notice in accordance with the termination provisions contained in **our Residential Terms and Conditions**.
- 14.2** If **you** are using any services, applications or features, which are free of charge, these will end on the day **your Contract** with **TimeTalk** ends.
- 14.3** When **you** end the **Service** and do not request and use a migration authorisation code (MAC) or another recognised transfer process to move to another service provider **you** will have to pay a **Disconnection Fee**. **You** will not have to pay this charge in the event **you** are moving home and **we** cannot provide the **Service** to **your** new address, for example it is not within the **Service Availability Area**.
- 14.4** If **you** end the contract prior to the expiry of the **Minimum Period**, **you** will have to pay an early termination charge that is equal to the **Charges** that would otherwise have been payable by **you** during the remainder of the **Minimum Period**, but for **your** termination or the **Disconnection Fee**, whichever is the greater.
- 14.5** If **you** have agreed to pay a **Disconnection Fee** instead of a connection fee, the **Disconnection Fee** will be payable by **you** upon termination of this contract, in addition to any early termination charge that may be payable by **you** in accordance with condition 15.4.
- 14.6** **We** will stop providing the **Service** to **you** and, without prior notice and without any liability to **you** may:
- a) delete all emails in **your** email account;
  - b) remove **your** web site and delete any information held on it;
  - c) reject all emails sent to **your** email account and notify the sender that **your** email account is inactive;
  - d) cancel all email functionality provided to **you** as part of the **Service**; and
  - e) delete all web space provided to **you** as part of the **Service** and the content of that web space.

**15. Defined Terms**

"**Abortive Visit Fee**" means the sum of specified in the **Price List**;

"**Acceptable Use Policy (AUP)**" means the acceptable use policy at <http://www.timetalk.co.uk/info>

"**Access Device**" means a personal computer or hardware device (e.g smart phone or tablet) used by **you** for accessing the **Service**;

"**Deferred Payments**" means the sums referred to in condition 14 above;

"**Charges**" means the charges payable by **you** for the use of the **Service** details including, where applicable, **Deferred Payments**, **Disconnection Fees** and **Usage Charges**, details of which can be found in **your Order Confirmation**, the **Price List** and in **My Account**;

"**Contract**" means the legal agreement between **you** and **TimeTalk** made up of these **Service Terms**, the **Residential Terms and Conditions**, the **Multi-Play Package Agreement** (where you receive the **Service** as part of a package of services, the **Price List**, the **Privacy Policy**, the **Fair Use Policy** and the **Acceptable Use Policy**;

"**Connection Charge**" means the charge for connecting the **Service(s)** as detailed in the **Price List**;

"**Disconnection Fee**" means the charge payable for disconnecting the **Service(s)** as set out in the **Price List**;

"**Fair Usage Policy**" means the policy posted on the **Website** from time to time aimed at maintaining the performance and availability of the **Service** for all customers;

"**Migration**" means the transfer of an existing broadband service with another Internet Service Provider to **TimeTalk** broadband;

"**Minimum Period**" means the minimum subscription period of 24 months commencing on the **Start Date** as referred to in condition 3 or as otherwise agreed in writing between **you** and **TimeTalk**;

"**My Account**" means an area on the Website that you can access by entering your username and password that allows **you** to view details of the Service, data usage and billing and payment histories;

"**Order Confirmation**" means the written confirmation of your order for the Service issued to you by TimeTalk in a durable format.

"**Postboard**" means the TimeTalk postboard at <http://www.timetalk.com/info>;

"**Price List**" the list of applicable charges and fees from time to time in force as posted at <http://www.timetalk.co.uk/info>

"**Privacy Policy**" means the privacy policy published on the **Website** from time to time;

"**Service**" means the internet access service more particularly described in the **Order Confirmation** and in **My Account**;

"**Service Address**" means the residential address at which **TimeTalk** agrees to provide the **Service** to **you**;

"**Service Availability Area**" means the geographic area where the **Service** is available from time to time, as published on the **Website**;

"**TimeTalk**" or "**our**" or "**we**" means Supatel Limited (trading as TimeTalk), company registration number 267725 whose business address is at Quality Tower, 41 Constantinou Paleologou Avenue, 6036, Larnaca CYPRUS and whose registered office address is at STADYL Building, Courner of Them. Dervis – Florinis Street, CY1065 Nicosia, Cyprus;

"**Telecom Provider**" means **TimeTalk's** provider(s) of elements of the **Service(s)**, namely BT or such other provider as may provide elements of the **Service** to **TimeTalk** from time to time;

"**Third Party Equipment**" means any equipment, including but not limited **Access Devices**, modems and routers, cables and filters not supplied to **you** by **TimeTalk** as part of the **Service(s)**;

"**us**" means **you** and **TimeTalk**; and

"**Usage allowance**" means the monthly data-download allowance, measured in Gigabytes;

"**Website**" means the **TimeTalk** portal at [www.timetalk.co.uk](http://www.timetalk.co.uk);

"**you**" and "**your**" means the purchaser of the **Service**

SHOULD THINGS GO WRONG WE HAVE A CUSTOMER COMPLAINTS CODE WHICH TELLS YOU HOW YOU CAN MAKE A COMPLAINT AND WHAT WE WILL DO TO TRY AND RESOLVE YOUR COMPLAINT AND PUT THINGS RIGHT. OUR CUSTOMER COMPLAINTS CODE CAN BE FOUND AT [www.timetalk.co.uk/info](http://www.timetalk.co.uk/info).