

Terms and conditions – Important

These conditions apply to the provision of parental control software.
These conditions do not affect your statutory rights.

RIGHT TO CANCEL – DISTANCE SELLING REGULATIONS

Under the Consumer Protection (Distance Selling) Regulations 2000 where a contract is concluded by distance means (for example over the phone or via the Internet) you have the statutory right to cancel your contract with us at any time during the seven working days beginning on the day after the contract between us is concluded (see condition 1.2 below). However, your statutory right to cancel will be lost if you download the software before the end of the seven working day period.

FOR CONSUMER ADVICE PLEASE CONTACT YOUR LOCAL TRADING STANDARDS DEPARTMENT OR CITIZENS' ADVICE BUREAU. A COPY OF THESE TERMS AND CONDITIONS IN LARGER PRINT IS AVAILABLE UPON REQUEST

Certain words used in these conditions have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out in the definitions section at the end of these conditions. Others appear in the text of these conditions

1. Conditions and contract formation

- a) These conditions apply to your purchase, payment for and use of the **software** and any **updates** you may receive during the contract term.
- b) A contract between **you** and **Supanet** comprising **your** order, the **order confirmation** and these conditions is formed and becomes legally binding when you receive an **order confirmation** from **Supanet**.
- c) If you place an order through **our website** a copy of these conditions will be provided to you in a durable format (either via e-mail and/or by making them available for downloading in PDF format during the sign up process). If you place an order over the telephone a hard copy of these conditions will be sent to you (via e-mail or post) with confirmation of your order.

2. Software Use and Updates

- a) **Supanet** shall provide **you** with the **software** together with any **updates** for the duration of this contract, provided **you** adhere to these terms and conditions
- b) **Your** use of the **software** and any **updates** shall be conditional upon and subject to a third-party licence **agreement** which you will be required to accept prior to downloading the **software** and/or receiving any updates. In the event of any conflict between these conditions and the terms of the third party licence **agreement**, these conditions shall prevail.
- c) The **software** and any **updates** shall be supplied solely for **your** own use. It must not in any circumstances be copied, other than by way of providing a back-up copy, nor may copies be supplied, whether free of charge or for a payment, to any third party.
- d) Although we endeavour to ensure that no form of virus is transmitted to you in the course of downloading this software and any updates, no guarantee can be offered. **YOU ARE THEREFORE STRONGLY ADVISED TO ENSURE THAT YOU HAVE UP-TO-DATE ANTI-VIRUS SOFTWARE INSTALLED.** If you do not, then we cannot

be held responsible for the effects or consequences, not matter what they may be, of any virus that you might download.

3. Price and payment

- a) The price and payment terms for the **software** licence and update service is stated in the **order confirmation**.
- b) Unless stated to the contrary in the **order confirmation** the price is payable monthly in advance by direct debit.
- c) All prices quoted are inclusive of VAT.
- d) We reserve the right to use a third party collection agent for the purpose of collecting **our** direct debit payments

4. Minimum system requirements

It is your sole responsibility to ensure that you are operating a system which can support the **software** and any **updates**. The minimum requirements for using the software are:

- Browsers supported: Internet Explorer 5.0 or higher, Netscape 7.1 or higher, Firefox1.0 or higher, Mozilla 1.4 or higher
- Platforms: Windows 2000, XP, Vista and Windows 7
- Minimum system requirements: Pentium 500 MHz - 256 MB RAM
- **Software** download file size: approximately 9 MB

5. Privacy and Data Protection – information about you

- a) The information provided by you in connection with acquisition and use of the **software** and any **updates** will be handled in accordance with all applicable laws and regulations.
- b) We may pass **your** details to an external debt collection agency for the purposes of recovering any sums that you may owe us under these conditions.
- c) We will use the information that **you** supply to us to allow personalised access to the **software** and for the performance of our obligations under these conditions. We may also use your information to determine the demographics and statistics of our customers, the objective being to provide a better and more targeted service. This information will be used for our own internal business purposes and will not be passed to anyone else except for the purposes of performing our obligations under these conditions. From time to time we may locate our call centre operations outside the United Kingdom or use third party call centres located outside the United Kingdom and you agree to us passing your information outside of the UK for this purpose.
- d) Statistics compiled using information you have provided may be shared with others but these statistics will not identify individuals.
- e) Otherwise than in accordance with these conditions your e-mail address will not be released sold or distributed to any third party other than our associated companies.

- f) From time to time we may contact you (by 'phone, post, e-mail or text message) in connection with the **software** or to advertise any new products, services or special offers we think may be of interest to you. You will be given the opportunity to "opt out" if you do not wish to receive any further marketing communications from us.
- g) We may record or monitor telephone calls with you for quality and training purposes

6. Term and Termination – your rights to cancel or terminate this Agreement

- a) Subject to your statutory cancellation rights under the Consumer Protection Distance Selling Regulations 2000 and conditions 6.3 and 6.4 the minimum duration of this **agreement** is 12 months from the date of the **order confirmation** ("the Minimum Term"). Thereafter this agreement shall automatically continue for successive one-month periods unless terminated you in accordance with condition 6.2.
- b) You may cancel this **agreement** upon 30 days notice to expire at the end of the minimum term or any subsequent extensions thereof.
- c) You may terminate this **agreement** if we are in breach of this **agreement** and we have failed to remedy the breach within 30 days of being advised thereof.
- d) We may terminate this **agreement** at any time by giving you not less than 30 days prior written notice.

7. Consequences of Cancellation/Termination

Upon cancellation or termination of this **agreement**, for whatever reason, your licence to use the **software** and/or any **updates** will immediately expire. You shall immediately destroy the Materials (as defined in the third party licence agreement).

8. Exclusion of Liability

Supanet accepts no liability of whatsoever nature for any failures of whatever kind in the capacity or performance of the **software** and/or any **updates** supplied. Without prejudice to the generality of the foregoing, we cannot accept liability for any damage which may be caused to any **Data** stored on your **computer** or hard drives. You also agree that in selecting and downloading the **software** and/or any **updates** that you rely and shall rely on your own skill and care and judgment. Nothing in this **agreement** shall operate so as to exclude our liability for death or personal injury caused by negligence or for any other matter for which liability may not be excluded by law.

9. Relaxing the Terms of this Agreement

No waiver, relaxation or indulgence that we may extend to you shall affect our rights under this **agreement**. Any waiver, relaxation or indulgence must be in writing and specify the right waived. Our rights and remedies under this **agreement** are cumulative and in addition to any rights and remedies conferred by law.

10. Notices

All notices which you are required to be given (including notices of cancellation or termination) shall be in writing by Email or letter

(unless provided otherwise) and sent to us at the address set out below or such other address as we may advise you from time to time.

softwaresupport@supanet.net or

Supatel Limited t/a **Supanet** Limited of Time Technology Park, Blackburn Road, Simonstone, Burnley, Lancashire BB12 7TW

11. Severability

If any part of these conditions proves to be illegal or unenforceable the other provisions of these conditions and the remainder of the provision(s) in question shall "survive" and remain in full force and effect

12. Assignment

You agree that by giving you written notice we can assign this **agreement** (both the benefit and the burden) either in whole or in part to a third party.

13. Survival of Terms

All terms which are expressly or by implication intended to survive termination of this **agreement**, shall survive beyond the termination of this agreement

14. Trademarks

All trademarks are acknowledged

15. Law

This **agreement** is governed by and shall be construed in accordance with English Law. We will try to resolve any **disagreements** or complaints quickly and efficiently. In the case of a dispute that we are unable to resolve the Courts of the United Kingdom shall have exclusive jurisdiction.

16. Meanings

Certain words used in these conditions have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below. Others appear in the text of these conditions:

"**Agreement**" means these conditions and all documents referred to herein.

"**You**" and "**Your**" means the purchaser of the **software** who is a consumer and not a business;

"**Us/We/Our/Supanet**" means Supatel Limited t/a **Supanet** Limited ("**Supanet**") registered business number 267725, whose registered office is at STADYL Building, Corner Them. Dervis- Florinis Street, CY-1065 Nicosia, Cyprus ;

"**Computer(s)**" means the PC or laptop **computer** (not an Apple Mac);

"**Data**" means any and all **data** and/or information that may be stored on **your computer** including but not limited to photographs, music, sounds, images, graphics, video, messages, programs, files, documents and telephone numbers;

Order” means the order you place with Supanet for the software either online or over the telephone;

“Order Confirmation” means the communication sent by post or e-mail to you by Supanet confirming your order

"Software" means e-safe education@home e edition software. The software is a unique filter for the home-user that offers protection against computer based pornography and other undesirable content.

Key features include:

- Monitoring of on screen images for suspected pornographic content regardless of the format in which they are shown
- Monitoring of videos being played, including DVDs, for suspected pornographic content

- Monitoring of web-pages for pornographic and other undesirable content
- Monitoring of supported Instant Messaging applications
- Blocking of Peer-to-Peer applications
- Scanning of local drives for inappropriate image and video files
- Fully configurable profiles for multiple family members
- Restriction of internet access to certain times of the day

“Updates” means any **software updates** that are used to improve or to fix the **software** currently on **your computer**. These may be released from time to time. You have several options to decide the frequency in which you may accept the updates. These options include daily, weekly, or monthly. The **updates** facility is free and comes installed within the software.

“Website” means **www.supanet.com**