

LIVEWAVE RESIDENTIAL WIRELESS SERVICE – TERMS AND CONDITIONS

1. APPLICATION OF TERMS

1.1 These Terms and Conditions ("the Agreement") apply to the provision of Livewave Residential Wireless Service ("the Service") to you ("the Customer") by Wildcard UK Limited ("Wildcard"). At Wildcard we are dedicated to providing the best all round service to our customers, these Terms and Conditions are necessary to ensure that we can continue to provide this level of service to all of our customers.

1.2 In order for Wildcard to ensure all of our customers receive the Service they expect we may from time to time update these Terms and Conditions. Where significant changes have been made, you will be notified by email or post as soon as possible. Your attention is also drawn to your right of cancellation as detailed in this Agreement.

2. SERVICE OVERVIEW

2.1 Livewave Wireless is a product of Wildcard and utilises advanced wireless technology operating on a secure licensed frequency range to deliver reliable high-speed next-generation Internet access to areas that would not have previously had access to such a Service.

2.2 The Service is intended for residential use only. Use of the Service in a business property, or resale of the Service by the Customer is strictly prohibited.

3. GENERAL

3.1 Wildcard shall use reasonable endeavours to provide the Service as specified in your Order. Wildcard does not guarantee the service to be available on an uninterrupted basis. The Customer shall immediately notify Wildcard in the event that the Customer becomes aware of any issue affecting access to the Service. All planned interruptions to the Service ("Planned Outage") will be announced where practical on our web-site and/or by e-mail.

3.2 Wildcard will use reasonable endeavours to provide customer support inside office hours to you by telephone on our advertised support number or preferably by e-mail. Wildcard shall not be obliged to carry out any site visits or otherwise provide support other than by the means mentioned in this clause. Support is limited to matters relating to the Service or Product provided to the Customer by Wildcard. For the avoidance of doubt, "office hours" shall mean 09.00 to 17.00 on any weekday excluding public holidays in England, or announced holiday periods.

3.3 The Customer undertakes and agrees to keep their contact details up to date and forthwith notify us of any amendments.

3.4 The Customer accepts that Wildcard may have to disclose information about the Customer to governmental organisations (such as the police) or other third parties in respect to the Customer's use of the Service. If Wildcard are requested to disclose such information, this will be done in a manner adherent to the Data Protection Act and/or as required by an order of the court.

3.5 The Customer will notify Wildcard immediately if the Customer becomes aware of any unauthorised use or breaches of security relating to the Service.

3.6 Where Wildcard has sold Goods to the Customer, the following applies:

3.6.1 - Risk shall pass to the Customer upon receipt of the Goods. Wildcard accept no liability for loss or damage after receipt of Goods by the Customer.

3.6.2 - If the Goods have not been received by the Customer, the Customer shall notify Wildcard within 7 days of the date of dispatch.

3.6.3 - In the event that Goods arrive faulty or damaged, the Customer must notify Wildcard within 48 hours from delivery, if the packaging appears damaged or opened the Customer shall ensure that this is noted by the delivery courier prior to signing for the Goods.

3.6.4 - Notwithstanding the passing of risk in the Goods pursuant to clause 3.6.1, the ownership of the Goods shall remain with Wildcard until Wildcard has received cleared funds payment for the price of the Goods.

3.7 Where Wildcard has provided equipment as part of the Service (for example a Wireless Router), the ownership of this equipment shall remain with Wildcard. The equipment shall be returned in good order to Wildcard upon termination of the Contract.

3.7 In the event that Wildcard has provided software or other subscription services to the Customer, these may be subject to additional Licensing Terms and Conditions.

3.8 The customer accepts to purchase the Service and or Product from Wildcard by means of either a signed Order Form, or by other means (the Order). By completing the Order, the Customer agrees to be bound by this Agreement, this constitutes the Contract.

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4. CHARGES AND PAYMENT

4.1 All charges and prices quoted to the Customer by Wildcard for the provision of the Service or Product are exclusive of Value Added Tax for which the Customer may be liable at the applicable rate unless otherwise specified.

4.2 The Customer agrees to pay Wildcard all charges due on the Service in advance or as specified by Wildcard, and by the payment method specified at time of placing the Order or as agreed between Wildcard and the Customer.

4.3 Where payment is made by credit or debit card, the Customer expressly authorises Wildcard to charge recurring charges due as appropriate until the Customer provides written notice otherwise to Wildcard. Upon expiry or cancellation of the credit or debit card the Customer will notify Wildcard of the new card details as soon as possible.

4.4 Wildcard reserve the right to charge the Customer for any reasonable administrative expense incurred processing cancelled Direct Debits or dishonoured payments.

4.5 In the event of late or defaulted payments, Wildcard may refer the Customer's account to a collection agency, reasonable costs may be added to the Customer's account to cover this action, even in the event that the Contract between Wildcard and the Customer has ended.

5. INTERNET ACCESS

5.1 All Internet Access Services provided by Wildcard must be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any British, European or American law of regulation is prohibited. This includes:

5.1.1 - Copyrighted Material

5.1.2 - Material we judge to be threatening or obscene

5.1.3 - Material protected by a trade secret or other statute

5.1.4 - Material constituting an invasion of privacy

5.1.5 - The sending of unsolicited e-mail ("Spamming")

5.2 Wildcard operate a Fair-Use Policy and reserve the right to limit the Service by means of bandwidth rate limiting or shaping or other means if the Customer's use of the Service is adversely affecting Wildcard or other customers. Wildcard shall be the sole arbiter to what constitutes this.

5.3 Where the Service includes a measurable usage limit (such as a monthly transfer allowance) Wildcard agree to provide the Customer with access to their usage. The Customer will pay for any over usage in arrears at current list prices (available from Wildcard on request).

6. TELEPHONY SERVICES

6.1 Wildcard may provide Telephony Services as part of the Service. This includes but is not limited to the provision of a telephone service, where a telephone service is provided access to Emergency Services is available from this service (by dialling 999). However in the event of a power failure or network failure this may not be available and should not be relied upon.

6.2 Where Wildcard has provided Telephone Numbers to the Customer, these numbers will remain the property of Wildcard or their suppliers. Upon termination of the Contract these numbers must not be used.

6.3 Wildcard may transfer or port a Telephone Number from the Customer's previous telephone provider. This process requires the co-operation of both providers and Wildcard do not warrant or represent that acceptance of the Order shall mean this transfer will be successful.

6.4 The Customer undertakes to pay for all incidental charges such as telephone calls incurred whilst utilising the Service charged at the current list rates (available from Wildcard on request).

6.5 The Service shall not be used for unlawful purposes or for the purposes of performing unsolicited calling.

7. LIVEWAVE SERVICE DELIVERY AND CONFIGURATION

7.1 Wildcard will install appropriate Wireless Customer Premise Equipment (the "CPE") on the Customer Property as defined in the Order. The CPE shall remain the property of Wildcard and shall not be modified by the Customer.

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7.2 The Order will specify a maximum deliverable service speed. Due to the nature of the technology it may not always be possible to provide this speed. Wildcard will endeavour to confirm the available speed during a site-survey. Where a more appropriate Service is available from Wildcard, the Customer may at this point change to this Service without penalty.

7.3 Upon acceptance of a valid Order Wildcard will endeavour to provide a Confirmed Installation Date as soon as possible. Wildcard will use reasonable endeavours to deliver the Service on or before this date. A target of 10 working days applies between acceptance of the Order and a Confirmed Installation Date.

7.4 Following acceptance of a valid Order, a site-survey will usually be performed to establish the best method of delivery for the Service. In the event that extra works are required above those expected for a typical installation, Wildcard reserve the right to issue a Variation to the Order to cover these costs. The Customer may then accept these costs or cancel the Order.

7.5 The Customer will allow access to the Customer Property to Wildcard representatives (including sub-contractors) to allow for installation, survey and occasional maintenance associated with the Service. Wildcard will provide reasonable notice if possible. The CPE equipment will require mains power. The Customer must ensure access is available to a standard 230V power supply on the Customer's Property (power usage of the equipment is minimal).

7.6 On occasions Wildcard may require the installation of additional wireless equipment on the Customer's Property to ensure stability and optimum Service to the Customer and other Customer's in the nearby area. Such consent not to be unreasonably withheld by the Customer.

7.7 Where works are required to the land and/or premise on the Customer's Property, Wildcard may require Wayleave consent to allow the installation of plant/duct/cabling. Such Wayleave consent to be provided by the Customer upon acceptance of this Agreement.

8. TERMS, DURATION, MODIFICATION AND TERMINATION OF SERVICES

8.1 The Commencement Date shall be the day that Wildcard provides the Service to the Customer, the Contract shall continue in force until terminated in accordance with the Agreement.

8.2 In the event that details relating to the Service (such as but not limited to Customer's Property Address) are changed by the Customer, Wildcard reserves the right to charge a Reconfiguration Charge to cover all reasonable costs associated with the change, or treat the modification as a new Order for the Service and cancel the previous Order (a cease and re-provide).

8.3 If an Order for the Service is cancelled prior to the Confirmed Installation Date, and following the acceptance of excess costs if appropriate (as per clause 7.4), Wildcard reserves the right to make a Cancellation Charge to cover all reasonable costs incurred as a result of such cancellation.

8.4 Following the Commencement Date, the following cancellation terms will apply:

8.4.2 - 1 Month Written cancellation notice required by either party.

8.4.3 - In the event that the Contract has a Minimum Contract Term as defined in the Order, 80% of any outstanding Contract payments calculated from the cancellation date until the end of the Minimum Contract Term will be payable by the Customer prior to cancellation.

8.4.4 - In the event that Wildcard has modified the Agreement, and where the modifications are detrimental to the Customer, or where Wildcard has increased the cost of the Service, the Customer may provide 7 days written cancellation within 1 month of the modifications without penalty.

8.5 Wildcard shall be entitled to terminate the Contract immediately if the Customer fails to meet their obligations under the Contract.

8.6 The Customer shall be entitled to terminate the Contract immediately if Wildcard persistently fails to meet its obligations under the Contract.

8.7 Wildcard reserve the right to charge reasonable costs for removal of Wildcard equipment from the Customer's Property.

9 INDEMNITY

9.1 Nothing in the Agreement shall exclude or limit the liability of Wildcard from death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of the Customer.

9.2 Wildcard shall not be liable to the Customer whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the Service, including without limitation:

9.2.1 - Loss of revenue

9.2.2 - Loss of anticipated savings

9.2.3 - Loss of business and/or goods

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9.2.4 - Loss of goodwill

9.2.5 - Loss of use

9.2.6 - Loss and/or corruption of data and/or other information

9.2.7 - Downtime

9.2.8 - Any damage relating to the procurement of any substitute services

9.3 For the avoidance of doubt, neither the types of loss and/or damage specified in clause 9.2 nor any similar types of loss and/or damage shall constitute direct loss for the purpose of this Agreement.

10 FORCE MAJEURE

10.1 If Wildcard is prevented or delayed in or from performing any of its obligations under the Contract due to circumstances beyond its contract such as but not limited to government acts, war or acts of terrorism, riots, strikes or trade disputes, technical failure, general availability of the Internet, weather, flood, fire or explosion Wildcard shall not be liable for this.

11. MISCELLANEOUS

11.1 If any term of this Agreement or the Contract is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the provision shall be deemed to be serviceable from the remaining provisions and shall not affect their validity or enforceability.

11.2 English law governs this Agreement. Wildcard and the Customer submit to the exclusive jurisdiction of the English courts.

11.3 Any queries regarding these Terms and Conditions can be made in writing to Wildcard UK Limited, Wingrove House, Ponteland Road, Newcastle upon Tyne, NE5 3DE, United Kingdom.

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