

## PART A - STATEMENT OF SERVICE

### HOMEWARD DIRECT LIMITED: PC ANYTIME SERVICE PLAN

PC Anytime is available to residents of the United Kingdom who are 18 years old or over. PC Anytime can only be used for your own personal and domestic purposes. The Service cannot be used for business systems or purposes.

Customer Requirements: you must have the following in order to take up the PC Anytime:

- A working broadband service (If you wish to benefit from our remote access service);
- Your PC / Mac must have the minimum performance specifications as specified by the manufacturer for the operating system and software applications being run.

PC Anytime is a telephone and remote control support service for domestic users and their PC / Macs.

It does not cover the cost of repairing or replacing your PC / Mac hardware.

We will help you with installing and setting up your home PC / Mac as well as helping you with problems when the following are not working:

- Operating system; (Mac OS9 or later)
- Major software systems;
- Peripherals (such as a printer or scanner) and hardware;
- Internet

Setting up security;

Help if you are not connecting to the internet;

- Email Setting up accounts;

Security;

Help if you are not receiving or sending e-mails;

- PC / Mac Security

Anti-virus software;

Anti-spyware software;

Firewalls;

Parental controls.

- Automatic updates.

We will not be able to help you with the following:

- Unlicensed software and operating systems;
- The ability to illegally download movies, TV shows or music, including the use of peer to peer software or file-sharing software;
- Any software for commercial use;
- Any software, operating systems or hardware no longer supported by the manufacturer;
- Payment of repairs to any hardware;
- Hardware upgrade costs.

## SUBSCRIPTION AGREEMENT

### HOMEWARD DIRECT LIMITED: PC ANYTIME SERVICE PLAN

Thank you for choosing the PC Anytime Service Plan from Homeguard Direct Limited.

Homeguard Direct Limited. Registered office: 20 Linnet Close, Wick, West Sussex, BN17 7GW. Registered in England and Wales. Company No. 06733374

In this Agreement, "we", "us" and "ours" means Homeguard Direct Limited, our employees and subcontractors, and "you", "your" and "yours" means you, the person referred to in Part A below.

Your Agreement with us comprises three parts:

Part A sets out the PC Anytime Service Plan details and the scope of the service that we agreed to provide to you (the "Statement of Service").

Part B sets out the terms and conditions on which the PC Anytime Service Plan was provided to you (the "Terms").

Part C our Fair Usage Policy (the "Fair Usage Policy") allows you to use our Services for up to 300 minutes in any year of subscription.

Together, the Statement of Service, the Terms and the Fair Usage Policy are referred to as the "Agreement". If there is any inconsistency between the Statement of Service, the Terms and the Fair Usage Policy, the Terms will prevail.

If you have difficulty understanding any of Parts A, B or C, please contact us via one of the methods listed in Clause 15.

Please note the following:

- The PC Anytime Service Plan is available to residents of the United Kingdom who are 18 years old or over.
- The PC Anytime Service Plan can only be used for your own personal and domestic purposes. The Service cannot be used for your business purposes.
- Customer Requirements: you must have the following in order to take up the PC Anytime Service Plan:

- a. A working broadband service (If you wish to benefit from our remote access service);
- b. Equipment - Customers' computers are required to have the minimum performance specifications as specified by the manufacturer for the operating system and software applications being run.

There are also certain obligations on you; please see section 6 (Your responsibilities) of the Terms.

- We are not able to help with systems that are no longer supported by the manufacturer.
- A list of exactly what is and is not covered by the PC Anytime Service Plan is included in the Statement of Service. Please read this

document and refer to it should you encounter a fault with your PC / Mac.

- We may require you to have the necessary cables to connect your PC / Mac to the Internet via your modem or wireless router.
- You must be physically available and in attendance with access to your PC / Mac during all remote access sessions with us.
- Should you add any named authorised users to this Agreement you will remain fully responsible for their actions for the duration of the Agreement.
- We also draw your attention to your obligations regarding information that you consider to be confidential on your PC / Mac and the storage of any illegal or unacceptable material.

## PART B – TERMS

### 1. Definitions

1.1 In these Terms:

"Agreement" means your agreement with us, which comprises the Statement of Service, the Fair Usage Policy and these Terms;

"Equipment" means your computer equipment as set out in the Statement of Service, which includes Your Software;

"Fair Usage Policy" means the Fair Usage Policy statement that sets out the time allowances available under the Service;

"Fault" means a fault that you encounter with Your Software that falls under the Statement of Service and that we will attempt to fix under this Agreement;

"Inappropriate Content" means any content that we may consider to be illegal, immoral, obscene or unacceptable from time to time including, without limitation, indecent images of children, content related to or intended to promote or encourage terrorist activities, racist hate crime or interference with computer systems;

"Inherent Fault" means a problem with Your Software on your computer that we reasonably believe to be inherent in the software at the point of manufacture;

"Freeware" means freeware provided to you in order to allow you to receive the Service, including, without limitation, any diagnostic software we may provide to you on Freeware or by download;

"Service Plan" means the contract offering you the PC Anytime Service in exchange for payment;

"Service" means the service that we will provide to you under the Agreement, as described in the Statement of Service;

"Statement of Service" means the statement setting out the Service we will provide to you, subject to these Terms, which includes a list of inclusions and exclusions from the PC Anytime Service Plan;

"Terms" means these Terms and Conditions for the provision of the Service;

"Unforeseen Event" means an event that we cannot predict or control (such as war, riot, act of terrorism, natural disaster, fire, explosion, flood, storm or strike);

"Virus" means any code which copies itself or is copied to other storage media including, without limitation, magnetic tape cassettes, memory clips, electronic cartridges, optical discs or magnetic discs and which destroys, alters, copies or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user, including, without limitation, computer programs commonly referred to as "worms" or "Trojan horses";

"Website" means our website [www.homeguarddirect.co.uk/pcanytime](http://www.homeguarddirect.co.uk/pcanytime);

"Working Day" means any day on which banks are open for business in England and Wales, excluding Saturday and Sunday; and

"Your Software" means any software program provided with your computer equipment (including operating systems software) or software program that you have purchased or downloaded independently, including any associated disks and accompanying documentation provided with such software.

### 2. Your right to cancel

2.1 Under the Consumer Protection (Distance Selling) Regulations 2000, you may cancel this agreement by giving us notice in writing within 7 working days from receiving your Policy Confirmation. If you cancel it within this period, we will provide you with a full refund of any funds paid by you to us.

Your right to cancel will be lost if we shall have supplied any service to you under this agreement during the cooling off period, with your agreement. Save for the cooling off period, you may not otherwise cancel this agreement before the expiry of the term.

2.2 To cancel your Service Plan, write to us at: Cancellations, Homeguard Direct Limited, PO Box 3326, Littlehampton, BN16 9EU.

2.3 We may terminate (i.e. cancel) this Agreement (effectively terminating all Plans we have agreed to provide to you) if:

- In our opinion, you have given false or exaggerated information.
- You do not make an agreed payment or fail to do so by the agreed method.
- You have failed to comply with your obligations under this Agreement.

- In our opinion circumstances have arisen which make it inappropriate for us to continue providing the Plan. If we cancel this Agreement, we will not normally refund you.

### 3. Service

3.1 The Agreement between you and us begins on the date stated in your welcome letter and will continue unless cancelled under Clause 2 or terminated in

accordance with Clause 10.1.

3.2 We will provide the Service in accordance with the Statement of Service, the Fair Usage Policy and these Terms. In order for us to provide the Service to you, your Equipment must meet the appropriate standards and settings as set out in the Statement of Service. You must also comply with all the requirements described in Clause 6. If you are not able to meet these requirements, we may not be able to provide the Service to you and we will inform you in writing if this is the case.

3.3 Our Service is available from 8am until 8pm, 7 days a week excluding Christmas Day. You may request our Service by calling 0845 2698463 (0845 - ANYTIME).

3.4 We will use reasonable endeavours to fix the Faults with your Equipment as identified by you. We cannot guarantee that we will be able to solve all Faults that you report.

### 4. Varying The Statement of Service

4.1 We may need to vary the Statement of Service from time to time due to new versions of software or operating systems being introduced which affect Freeware. If this is necessary, the following procedure will apply:

- (a) we will give you at least 14 days notice in writing of any variation to the Statement of Service that we consider will or may be of detriment to you; and
- (b) a copy of the amended Statement of Service will also be available on our Website or you can request from us a copy of any section of the Agreement that we have varied (please see clause 15 for methods of contacting us).

### 5. Payment

You will pay us quarterly or annually in advance for the Service. The annual sum and payments are set out in your welcome letter or in any renewal literature we send to you.

### 6. Your responsibilities

6.1 In order for us to be able to provide you with the Service, you must:

- (a) throughout the period of the Service take appropriate steps to safeguard your Equipment, including: installing and maintaining appropriate anti-Virus software (e.g. AVG Anti-Virus); and regularly backing up all Your Software, data, files and other information which may be stored on your Equipment and any relevant disks or drives;
- (b) giving us remote access to your Equipment, and all Your Software, data, files and other information stored on your Equipment, as and when required in order for us to provide the Service. You confirm that you have the proper authority to give us access to your Equipment and all Your Software, data, files and other information stored on your Equipment. If we realise that you do not have the necessary authority we have the right to suspend performance of the Service;
- (c) providing us, upon our request, with all information necessary to enable us to provide the Service in accordance with the terms of this Agreement. You will be responsible for the completeness and accuracy of all such information provided, and will ensure that you are and remain entitled to provide such information to us for use in connection with the Service we provide to you;
- (d) having operated, and continue to operate, your Equipment in line with the manufacturer's instructions. You confirm that you have not made (and will not make) any unauthorised modifications to your Equipment;

(e) ensuring that your Equipment has not been stolen, misused, neglected, subject to malicious damage, damage caused by fire, explosion, flood, frost or any other adverse weather conditions, rust, corrosion or water;

(f) ensuring that your Equipment does not contain any Inappropriate Content;

(g) following all and any instructions that we may give to you in relation to the Service;

(h) having the necessary cables to connect your PC / Mac to the internet via your modem or wireless router in case there is a problem with your modem or wireless router;

(i) having all valid licences for Your Software and applications on your Equipment. Such licences for Your Software must allow and grant us access to use Your Software to enable us to perform the Service. If Your Software has been downloaded onto your Equipment, you must have the ability to re-download Your Software;

(j) retaining and providing correct details of all relevant registration keys and passwords as and when required;

(k) being physically available and in attendance with access to your Equipment during our performance of the Service, if requested by us; and

(l) ensuring that all authorised users are fully aware of and comply with these Terms.

6.2 You must only use the Service, and your Equipment can only be used, for your own personal and domestic purposes. The Service cannot be used for your business purposes.

6.3 You may notify us of other authorised users you wish to add to your Agreement; you will remain fully responsible for any other authorised users throughout the duration of the Agreement.

### 7. Our rights

7.1 We reserve the right to:

- (a) direct you to a third party that has supplied Your Software if the problem with your Equipment is due to an Inherent Fault in Your Software;

(b) withdraw the Service should we reasonably believe that you have significantly breached the Fair Usage Policy and/or these terms and conditions; or

- (c) remove any authorised user(s) from this Agreement for a significant breach of this Agreement.

7.2 We also reserve the right to inform the relevant authorities (including the police or the Internet Watch Foundation) if, during the performance of the Service, we find any Inappropriate Content on your Equipment. We are not required to notify you that we have informed such relevant authorities.

### 8. Our responsibilities

8.1 We will access files, programs and data contained within Your Software for the purposes of providing the Service as defined in section 3. Any data including personal data processed with regard to providing this Service will be used in a confidential and appropriate manner.

8.2 We will treat as confidential:

- (a) any data we access on Your Software; and
- (b) any information that you inform us is confidential subject always to clause 7.2.

### 9.Data Protection

9.1 We will comply fully with our obligations under the Data Protection Act 1998 as a data controller.

9.2 We will not transfer any data from Your Software. We will only control Your Software where it is stored in order to resolve any Faults.

9.3 This Agreement is personal to you unless you have given us your express permission for other named authorised users to use the Service.

9.4 You should ensure that you do not cause us to view, access or hold information that is confidential or sensitive to you or any other person. It is also your responsibility to notify us if you would like us to treat any information that you hold as confidential.

9.5 Your personal details will be held and used by Homeguard Direct Limited and selected companies acting on our behalf to administer your Service Plan. We may pass your personal details to any relevant regulator or dispute resolution provider. We may also use your personal details for training and testing purposes. If you have given us permission, your personal details may also be used by us or third parties for other marketing purposes. We may disclose your personal details to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. If you no longer want your personal details to be used by third parties or by us for marketing purposes and you have not already notified us please write to the Data Protection Officer at: Homeguard Direct Limited, PO Box 3326, Littlehampton, BN16 9EU. To help keep your personal details accurate we may use information we receive from our partners. You can ask us for a copy of your personal details (for a small fee) and to correct any inaccuracies. To improve our service we may monitor or record our communications with you.

### 10. Termination

10.1 We may immediately terminate the Agreement by giving notice to you in writing (by sending you an e-mail and/or a letter to your mailing address) if:

- (a) you break any term of this Agreement which cannot be corrected;
- (b) either party is unable to pay its debts, is declared insolvent or bankrupt (whichever applies), has an official appointed by the courts to take charge of its assets or makes any arrangement with its creditors.

10.2 We may also terminate this Agreement by giving you 14 days notice in writing to your last known address if we are no longer able to provide all or a substantial part of the Service or for any other reason..

In addition, we may also terminate your Agreement immediately by sending written notice to you if:

- (a) we find Inappropriate Content on your Equipment;
- (b) we discover that any of the information that you provided to us is incorrect and has a serious effect on our ability to provide the Service;
- (c) any payment due to us under this Agreement is overdue by more than 1 month; or
- (b) we are required to do so by law, or by a requirement of a court or other governmental or regulatory body;
- (c) you consistently ignore your responsibilities as set out in Clause 6;
- (d) you do not, or refuse to, take our advice or act upon or implement our instructions regarding your Equipment;
- (e) any payment due to us under the Agreement is overdue by 30 days or more; or
- (f) you exceed the time allowance set out in the Fair Usage Policy.

### 11. Intellectual property

All intellectual property rights (including copyright, trade marks, rights in designs and patents) in the Service belong to us, our licensors or suppliers. The Trade mark PC Anytime and all other related logos, brand names and images are and will continue to be our intellectual property. You will not acquire any rights in any of our intellectual property, or that of any of our licensors or suppliers as a result of entering into this Agreement or performance of the Service.

### 12. Our liability to you

12.1 Unless otherwise stated in the rest of this Clause 12, we will be liable to you for any loss suffered by you as a result of our performance of the Service.

12.2 We will not be responsible for:

- (a) any loss of income, business, opportunity or profits;
- (b) any loss or corruption of or damage to data;

(c) any loss or damage that was not caused by our breach of this Agreement or our breach of our legal duty of care; or  
(d) any other loss or damage that was not a reasonably foreseeable result of either our breach of this Agreement or our breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if at the time that we and you entered into this Agreement, such loss or damage was either (i) contemplated by us and you, or (ii) you notified us that the loss may occur if we breached your Agreement or our legal duty of care.

12.3 We will not be responsible, and shall have no liability to you, for any loss or damage which is caused by your non-compliance with the requirements set out in Clause 9.

12.4 Nothing in this Agreement will exclude or limit our liability to you for (i) fraud, or (ii) death or personal injury caused by our negligence. Furthermore, nothing in this Agreement will reduce your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

#### 13. Unforeseen events

13.1 If an Unforeseen Event occurs we may be prevented from, or delayed in, providing you with the Service or carrying out any of our other obligations under this Agreement.

13.2 If an Unforeseen Event either prevents or delays us from carrying out our duties under this Agreement (including providing the Service), we will notify you that the Unforeseen Event has occurred, within a reasonable period of time after we first become aware. We will also tell you how long we expect that the Unforeseen Event will either prevent or delay us from carrying out our duties.

13.3 As long as we comply with our obligations set out in Clause 13.2, we will be excused (without any liability to you) from performing our obligations under this Agreement until the Unforeseen Event has ended, although we will use reasonable endeavours to limit the effect that our non-performance or delayed performance has on you.

13.4 If, because of an Unforeseen Event, we cannot provide all or part of the Service to you for a continuous period of 3 months or longer, we may terminate this Agreement.

#### 14. Notices

14.1 If we need to contact or notify you under the terms of this Agreement, we will contact you at your home address set out in the Statement of Service by e-mail and post.

14.2 If you change your postal address or email address, you must notify us as soon as possible by e-mail or letter.

#### 15. How to contact us or complain

- Call the Customer Service Department on 0845 2698463 (0845 - ANYTIME);  
- Write to the Customer Care Manager at Homeguard Direct Limited, PO Box 3326, Littlehampton, BN16 9EU;  
- Emailing us at PC Anytimenytme@homeguarddirect.co.uk

If you are not satisfied with the Service we provide, or the way in which we have exercised our discretion, you can ask for your case to be reviewed by Homeguard Direct Limited and a final decision will be made on behalf of the Managing Director.

#### 16. Telephoning Homeguard Direct Limited

Your telephone calls may be recorded to monitor and improve the quality of the service provided.

#### 17. Governing Law and Statutory Rights

Nothing in these Terms will reduce your statutory rights relating to the quality of any purchase or the way it was described; for further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau. This Agreement is governed by English Law unless we have agreed otherwise with you.

#### 18. Transferring your Service Plan

If you purchase a new PC / Mac you may, with our permission, transfer this Service Plan to your new PC / Mac. In addition, with our permission, you may transfer your Service Plan to a new owner by giving us written details of the new owner. Permission for the transfers of a Service Plan is at the discretion of PC Anytime Customer Services, Homeguard Direct Limited, PO Box 3326, Littlehampton, BN16 9EU.

#### 19. Renewing your Service Plan

At the end of your Service Plan, we will write to you about renewing.

- If you pay by Direct Debit, we will send you a renewal notice showing the amount we will automatically collect, unless you inform us otherwise.

- If you pay by any other means, you will receive a renewal notice showing the amount to pay.

#### 20. General

20.1 The Service is provided by Homeguard Direct Limited (Registered in England and Wales Number 06733374) and our registered office is at 38 Salisbury Road, Worthing, West Sussex, BN11 1RD.

20.2 If any provision of this Agreement is found to be unlawful, void or unenforceable, then such provision is deemed severable and will not affect the validity or enforceability of any of the remaining provisions.

20.3 If either you or we do not enforce or delay

enforcing any of our rights under this Agreement, this will not stop us from doing so at a later date.

20.4 We may assign, transfer, subcontract or charge or deal in any other manner any of our rights and/or obligations under this Agreement to a third party. We will give you at least 30 days' written notice (including by email) if we decide to transfer our rights to a third party. We will not transfer our rights to a third party if we anticipate that your rights will be detrimentally affected by such transfer.

20.5 Copies of this Agreement, and any other information which we may need to supply to you under or in accordance with this Agreement, are available in large print, audio and Braille format. Please contact us via one of the methods listed in Clause 15 if you require a copy in any of these formats.

#### PART C - FAIR USAGE POLICY

PC Anytime will provide up to 300 minutes usage per 12 month subscription, inclusive of time spent on the telephone, e-mails, instant messaging and remote access.

We reserve the right to charge an extra £25 for each additional 45 minutes of use, or to suspend your support service for the remainder of the subscription in accordance with our full Terms and Conditions.

#### 1. Grant and scope of Licence

1.1 You may:

- (a) download, install and use the Freeware for your private domestic purposes only, on one computer;
- (b) receive and use any free supplementary freeware code or update of the Freeware incorporating "patches" and corrections of errors as may be provided by us from time to time; and
- (c) use any Documentation in support of the permitted use under condition 1.1.

#### 2. Faults

2.1 You acknowledge that the Freeware may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute a breach of this Licence.

2.2 If you discover any fault with the Freeware you should notify us as soon as possible.

2.3 Subject to you:

- i) accurately following the installation and user instructions in the Documentation; and
  - ii) complying with this Licence and your Subscription terms and conditions
- we will aim to provide you with alternative Freeware within 10 working days of you reporting the fault to us.

#### 3. Licensor's liability

3.1 We will not be responsible for:

- (a) any loss of income, business, opportunity or profits;
- (b) any loss or corruption of or damage to data;
- (c) any loss or damage that was not caused by our breach of this Licence or our breach of our legal duty of care; or
- (d) any other loss or damage that was not a reasonably foreseeable result of either our breach of this Licence or our breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if at the time that we and you entered into this Licence, such loss or damage was either (i) contemplated by us and you, or (ii) you notified us that the loss may occur if we breached your Licence or our legal duty of care.

3.2 We will not be responsible, and shall have no liability to you, for any loss or damage which is caused by your non-compliance with the requirements set out in any of the Terms.

3.3 Nothing in this Licence will exclude or limit our liability to you for (i) fraud, or (ii) death or personal injury caused by our negligence. Furthermore, nothing in this Licence will reduce your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

3.4 Subject to conditions 3.1, 3.2 and 3.3, our liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

3.5 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Freeware and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into or incorporated in this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

#### 4. Transfer of rights and obligations

4.1 This Licence is legally binding on you and us and on anyone else you or we assign (transfer) it to.

4.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

4.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

#### 5. Events outside the Licensor's control

5.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of his obligations under this Licence that is caused by an event outside our reasonable control (Unforeseeable

Event).

5.2 An Unforeseeable Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of public or private telecommunications networks;
- (e) the acts, decrees, legislation, regulations or restrictions of any government.

5.3 Our performance under this Licence is deemed to be suspended for the period that the Unforeseeable Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Unforeseeable Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Unforeseeable Event.

#### 6. Waiver

6.1 If we fail, at any time during the term of this Licence, to insist upon you complying with any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

6.2 A waiver by us of any fault by you shall not constitute a waiver of any later fault by you.

6.3 No waiver by us of any of these terms and conditions shall be effective unless we expressly tell you it is a waiver and is communicated to you in writing.

#### 7. Entire Agreement

7.1 This Licence and the Documentation represent the entire agreement between us regarding the licensing of the Freeware and Documentation and replaces any prior agreement or arrangement between us, whether made verbally or in writing.

7.2 We each acknowledge that, in entering into this Licence, neither of us has relied on anything said by the other or be implied from anything said or written in negotiations between us before entering into this Licence except as expressly stated in this Licence.

#### 8. Law and jurisdiction

This Licence is governed by English law. Any dispute arising from, or related to, any term of this Licence shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.