



## TERMS OF USE

This page (together with the documents referred to on it) tells you the terms on which you may make use of our website [www.visionfibremedia.com](http://www.visionfibremedia.com) ("our website"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the website. By using our website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

In these terms of use, all references to "VFM", "we", "us" or "our" are references to Vision Fibre Media Ltd, a full fibre Internet Service Provider ("ISP") and all references to "you" and "your" are references to anyone using our website.

## INFORMATION ABOUT US

[www.visionfibremedia.com](http://www.visionfibremedia.com) is a website operated by VFM. We are registered in England and Wales under company number 8003317 whose registered office is Silavco Technology Centre, Compass Point, St Ives, Cambs, PE27 5JL. Our VAT number is 159 7127 80.

We are regulated in the UK by OfCom. We are also a member of the UK Internet Service Providers Association ("ISPA") and CISAS (the provider of an independent alternative dispute resolution scheme)

## ACCESSING OUR WEBSITE

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our website and our Internet services, you must comply with the provisions of our Fair and Acceptable Usage Policy. You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.



## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If you believe that your intellectual property rights have been infringed either on the Internet or through any of the Internet services provided by us, you may contact us and request that the infringing material be removed or access to it blocked. We will fully investigate any such complaints and, where we are satisfied (in our reasonable opinion) that the infringement is taking place, will take appropriate action.

## **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.

## **OUR WEBSITE CHANGES REGULARLY**

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Although we have taken reasonable steps to ensure that the content is accurate, any of the material on our website may be incomplete, contain errors or be out of date at any given time, and we are under no obligation to update such material. You should verify any information obtained from our website before acting upon it.

## **OUR LIABILITY**

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy or availability. To the extent permitted by



law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- Any loss which is not a reasonably foreseeable consequence of our negligence or breach of the Agreement;
- Any liability for any direct, indirect or consequential loss or damage incurred by any user of the Services or in connection with our website or in connection with the use, inability to use, or results of the use of our Services, the Equipment or additional equipment or website, any websites linked to it and any materials posted on it, including, without limitation any liability for;
  - loss of income or revenue;
  - loss of business or opportunity;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss or corruption of data, information or software;
  - loss of goodwill;
  - the cost of procuring substitute goods or services;
  - wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract, arising as a result of negligence or breach of statutory duty or otherwise, even if foreseeable, provided that this condition shall not prevent claims (i) for loss of or damage to your tangible property for which we will pay up to £100,000 in any 12-month period or (ii) any other claims for direct financial loss that are not excluded by any of the categories set out above.

Each provision of this section is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.

This does not affect our liability for death or personal injury arising from our (or our employees', contractors' or agents') negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Nothing in this section affects your statutory rights relating to Equipment which is faulty or has been described wrongly or your rights as a consumer.

As a residential Customer (consumer), the terms of any agreement with us will not affect any legal rights which you may have which cannot be excluded by agreement. For more details of your legal rights, you should contact your local Citizens Advice Bureau ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)).

You shall at all times be under a duty to mitigate any losses suffered by you.



## INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

We process information about you in accordance with our Privacy and Cookie policy. By using our website, you consent to such processing and you warrant that all data provided by you is accurate, current and complete.

## TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE

Nothing on our website shall be deemed to be an offer by VFM to provide any goods or services to you. A contract for the provision of such goods or services shall be formed only when you have placed an order, accepted VFM's standard terms and conditions for the provision of such goods or services and VFM has confirmed its acceptance of your order in writing. Contracts for the provision of such goods or services formed through our website or as a result of visits made by you are governed by our standard terms and conditions.

If you enter into any contract or arrangement (whether formal or informal) with any advertiser on our website or as a result of following a link from our website to another website, any such contract or arrangement (and the related terms and conditions which apply) shall be between you and the relevant advertiser or other website and VFM accepts no responsibility in relation any such contract or arrangement.

## UPLOADING MATERIAL TO OUR WEBSITE

Whenever you make use of a feature that allows you to upload material to our website, or to make contact with other users of our website, you must comply with the content standards set out in our acceptable use policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website.

We have the right to remove any material or posting you make on our website if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

## VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You



must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of- service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co- operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of- service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

## LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Fair and Acceptable Usage Policy.

If you wish to make any use of material on our website other than that set out above, please address your request to [info@visionfibremedia.com](mailto:info@visionfibremedia.com).

## LINKS FROM OUR WEBSITE

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, nor for their availability and accept no responsibility for them or for any loss or damage that may arise from your use of or inability to access them. The availability of such links is not a recommendation or endorsement by VFM of any such website or resource or of any goods or services available on such websites or any content, advertising or product or other material which such websites may contain.



## JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. Our website is designed for use in the United Kingdom and you must not use our website or services in countries where such use is restricted or prohibited by local legislation.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## TRADE MARKS

"VFM" is a registered trade mark of Vision Fibre Media Ltd.

All brand names, product names and/or service names used in our website are trademarks, trade names, service marks or copyrights of their respective holders. Any use of any such brand name, product name and/or service name without the prior written consent of the relevant rights holder may constitute an infringement of that rights holder's rights and VFM gives no permission for the use of any such item in any way whatsoever.

## CHANGES

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.