

General Terms and Conditions for Consumer Customers (from 7th October 2026)

1. What this contract covers

These are the terms and conditions on which we will supply the package you have selected (the Service) and any relevant equipment we lend or supply to you, such as the ONT, router, battery back-up unit, WiFi Extenders and TV Equipment (the Equipment), and the set up and installation services that you will need to receive it. In addition to this document, the Service is also subject to the following terms:

Our Acceptable Use Policy; <https://www.wildanet.com/acceptable-use-policy/>

Our Privacy Policy; <https://www.wildanet.com/privacy-policy/>

Why you should read the contract carefully:

These terms tell you everything you need to know about your new contract including:

- when your contract will come into effect
- how charges relate to your contract length (Minimum Commitment Term)
- what to do if there is a problem
- how the contract can be ended

If you are unsure about any part of these terms, please contact us to discuss them.

Are you a consumer or a business customer?

These terms only apply to you if you are buying the Service as a consumer. You are a consumer if you are an individual buying the Service from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

These terms are intended for consumers who are asking us to provide the Service to their homes for use by them and their family.

In addition, you must be 18 years of age or over and be ordering a Service for an address in the UK.

Nothing in these terms will affect your statutory rights as a consumer using the Service and the Equipment.

These terms are not intended to cover business customers. If you want to use the Service wholly or mainly for business use, please contact us to discuss our business use terms.

Terms of Use

The Service is only for use by you and your household.

The Service is intended for private use by an individual consumer and their household for their own domestic use. It is not intended to be used for business purposes.

Use of the Service using your account

You are responsible for any use of the Service using your account and the charges for using that account. This is the case whether those charges relate to use by you or anyone else, regardless of whether you gave your permission to their use of the Service or not. The only exceptions are where the charges result from fraudulent use of your account by someone else, or where the use occurs after you have told us that your account may have been lost, stolen or compromised. If you become aware of any fraudulent or unauthorised use, you must inform us as soon as possible.

You must also ensure that any use you make of the Service and any equipment of your own that you connect to the network will not interfere or harm it or affect our other customers' equipment or use of the Service.

2. About Wildanet

We are Wildanet Limited, a company registered in England and Wales.

Our registered address is Wildanet Limited, Westbourne House, West Street, Liskeard, Cornwall, PL14 6BT.

Our company registration number is 10586466

Our registered VAT number is GB265370400

We are regulated by Ofcom ([Ofcom.org.uk](https://www.ofcom.gov.uk))

How to contact us:

Email: hello@wildanet.com

Telephone: 0800 0699906

Post: Westbourne House, West Street, Liskeard, Cornwall, PL14 6BT

3. Your contract details.

Your Order:

When you place an order with us, we will need to check it and we need to make sure we can provide the Service to your specific location before putting a contract in place. This check may include an onsite survey and any engineering/civil work required to allow us to install to your property.

We will survey the outside of your property before confirming your installation (external access only but could include your driveway/garden for example). You do not need to be present so we will not book an appointment to do this in advance however, if you would like to be present please contact us on 0800 0699906 or email customer.services@wildanet.com to arrange a time. These details will be repeated in your order confirmation email.

Our standard installation fee will be shown on your order form. If as a result of the survey mentioned above, or If we discover anything whilst installing the Service or if you have any preferences which are outside our standard installation, then there may be additional charges to pay. If there are further installation costs payable, we will contact you to let you know and decide how you wish to proceed with your order.

When we receive your order, we will send you some important documents called the Contract Summary and Contract Information Sheet. These documents summarise key details

about the contract such as your services, the Equipment being provided, price, term, renewal and how you and we can terminate the contract. Please read these documents carefully and store them safely for future reference.

If we accept your order, we will send you an order confirmation at which time a contract between you and us shall come into force. Your Services term will begin on the day your services are successfully installed (Services Start Date) please see below.

Subsidies

We may (acting reasonably) complete and submit application(s) on your behalf for any grants, subsidies or vouchers (the "Subsidy") that may be or become available to support the cost of connecting you to the Service. To support obtaining any Subsidy, you agree (a) to us providing the information about you and your request for the Services that is necessary for the Subsidy application to the party providing the Subsidy (we will handle your personal information in accordance with our Privacy Policy), and (b) to do reasonable acts, complete any forms and / or sign any documents that are necessary to support that process. The provider of the Subsidy may contact you directly to confirm your use of the Subsidy. If you do not want us to apply for a Subsidy on your behalf, please tell us; we will let you know whether this affects the cost of your connection before you proceed with your order. If you do not carry out the reasonable acts, fill out and return the form(s), sign the document(s) and/or log your details on any required online platform that we reasonably request under this clause, we will contact you and give you at least 14 days to complete the outstanding steps. If you still do not complete them, we may charge you the connection cost that the Subsidy would otherwise have covered. The amount of that charge, or how it will be calculated, is set out in your Contract Summary and Contract Information documents.

Phoneline (VoIP) Services

Please note that our Phoneline (VoIP) services may not be compatible with alarm systems or telecare devices. Calls made over our VoIP service, including calls to the 999/112 emergency services, will not work during a power cut or if your broadband connection fails. We will ask you about your circumstances, and you can tell us at any time if they change. You are at risk if you or someone in your household is dependent on the phone line, for example because you use a telecare device or personal alarm, have a disability or long-term health condition, or have no reliable mobile signal at your address. If we classify you as at risk, we will provide

you, free of charge, with a solution (such as a battery back-up unit) so that you can contact the emergency services for at least one hour in the event of a power failure.

Television Services

This Section applies where you have an order with us for Television Services and that is detailed in an order confirmation from us to you.

- (a) The Television Services comprise a portfolio of content which may vary from time to time including channels, on-demand programmes, Pay-Per-View programmes, interactive and red button services, apps and other features (including new, extra or substitute content we later agree to supply). You access them through equipment we provide, connected to your television set (the “**TV Equipment**”).
- (b) We aim to offer a television service covering a wide range of interests. The content will change from time to time: we add and remove channels, programmes and other components, some of which are supplied by other organisations and may be withdrawn for reasons outside our reasonable control or for commercial or contractual reasons. We do not guarantee that any particular content will be available, and any examples we have given you, in advertising, in writing, online or on the telephone, show what was available at the time. Some content may require you to arrange your own subscription direct with the content provider.
- (c) We may change, withdraw, interrupt or postpone any content or component of the television service, and will give you reasonable notice where it is possible to do so. Routine additions, substitutions and removals of individual programmes or components will not affect your rights under this agreement. If we make a change which is not exclusively to your benefit (for example the permanent removal of a channel or content package which forms a material part of the Television Services you pay for), we will give you at least one month's notice before it takes effect and you may then end your contract for the Television Services, and any other Service supplied to you in the same bundle, without paying any early termination charge, by telling us within one month of our notice. Content we provide free of charge, on trial or for promotional purposes may be changed or withdrawn at any time without notice.
- (d) You do not own the TV Equipment we provide to access the Television Services and must return it when the Television Services end. We will tell you how to return it and will provide a pre-paid means of doing so at no cost to you. We will not charge you for fair wear and tear, or a non-return fee unless we have first told you what is due and given you a reasonable opportunity to return it. Your television will need an HDMI port for the TV Equipment to work; we do not provide a television.

- (e) To use the Television Services you will need to have an active Broadband Service with Wildanet. If you terminate your Broadband Service with Wildanet, the Television Services will terminate at the same time and an early termination charge may be payable to us in relation to the Television Services. No early termination charge will be payable on the Television Services where you end your Broadband Service in reliance on a right to end the contract without penalty (including where we have made a change which is not exclusively to your benefit) or for one of the reasons set out in the section 'Because of something we have done or are going to do'. Any early termination charge is calculated as set out in the section 'During the Minimum Commitment Term'.
- (f) Certain components of the software for the TV Equipment we provide to you are subject to so-called open-source licences. This open source software is subject to the terms of the applicable open source licence.
- (g) If, before the Television Services start, you cancel your contract for them under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and we have supplied you with **TV Equipment** without charge, or if you cancel the purchase of **TV Equipment** you bought from us by phone or through our website under those regulations, you must return the **TV Equipment** to us undamaged and in its original packaging. If you have purchased the **TV Equipment** from us, we will refund you within 14 days of receiving the returned **TV Equipment** from you or, if earlier, within 14 days of you supplying evidence that you have sent it back, using the same means of payment you used unless you agree otherwise. This refund will only apply to the purchase price of the **TV Equipment**; we will not refund the cost of returning it to us unless it is faulty.
- (h) If you return the **TV Equipment** to us in accordance with the paragraph above but have not taken reasonable care of it, or do not return the cables and other items supplied with it, we may charge you a reasonable amount reflecting the reduction in the value of the **TV Equipment** or the cost of the missing items, up to the replacement cost. We will tell you the amount and why it is payable before we take payment. You should keep the **TV Equipment** in accordance with the manufacturer's recommendations and, where reasonably practicable, retain the original packaging.
- (i) We will repair or replace **TV Equipment** free of charge if it becomes faulty at any time while we are providing the Television Services to you. This does not affect your legal rights, including your rights under the Consumer Rights Act 2015. We will not repair or replace **TV Equipment** free of charge where you are responsible for the fault (including without limitation as a result of your failure to follow the manufacturer's instructions or your mis-use or alteration of the **TV Equipment** without our approval). In that case you must pay for replacement **TV Equipment** in order to receive the Television Services.
- (j) You may only record content from the Television Services using the **TV Equipment**, and only for your own private use. You must not reproduce, re-distribute or re-broadcast

that content, make unlawful recordings, or interfere with any security mechanism in the **TV Equipment** or applied to the Television Services. We may prevent copying, and may delete or disable playback of recordings from channels you no longer subscribe to or which you made more than six months ago. We are not responsible for recordings you lose because your **TV Equipment** is repaired, replaced, returned to us or updated.

- (k) Although we make reasonable efforts, we cannot guarantee the accuracy or completeness of any interactive content that we provide to you, such as an Electronic Programme Guide. The content provided over our Television Services may not be suitable for viewing or use by persons of all ages. It is therefore your responsibility: (i) to set up and maintain parental controls or other similar such features as may be available via the Television Services; and (ii) to ensure that any content viewed or used is suitable for those viewing or using it (including children).
- (l) If you or someone in your household has a disability or additional needs, please tell us. We will tell you which accessibility features are available through the **TV Equipment** and the Television Services (for example subtitles, audio description and signed programming where the content provider makes them available), we can provide these terms and your bills in an accessible format on request, and our engineers can give additional assistance with setting up the **TV Equipment**.
- (m) We aim to provide a continuous, high-quality service, but cannot guarantee that it will be available at all times. The service may sometimes be degraded for reasons outside our control (for example atmospheric conditions) and not all the features and content of the Television Services will be available. We will try to fix any errors or faults as soon as reasonably practicable. Where you are unable to use any of the Services for more than 24 hours we will refund the part of your monthly subscription that relates to the period the affected service was unavailable. If the viewing quality of pay-per-view content you have paid for is materially affected by a fault in our Television Services or Broadband Service we will refund or credit the charges for that content where there is reasonable evidence of the degraded quality. Please contact us to claim any such credit as soon as you reasonably can after the date you tried to view the relevant content. Nothing in this Section limits or excludes your legal rights, including your rights under the Consumer Rights Act 2015 and your right to a price reduction or repeat performance where the Services are not performed with reasonable care and skill.
- (n) The Television Service is only intended for home use. You must not display any programme content in retail, business or commercial premises or for any business or commercial purposes.
- (o) Before you commit to the Television Services we will give you a Contract Summary and Contract Information document covering the Services in your bundle, including the charges for the Television Services, the Minimum Commitment Term, and what you will pay if you end the contract early. Where the Television Services are supplied with your

Broadband Service, the Minimum Commitment Term for the Television Services will not exceed 24 months and the end-of-contract notification we send you between 10 and 40 days before the end of your Minimum Commitment Term will cover the Television Services as well as your other Services.

If we cannot accept your order

In the unlikely event we can't reach your property with our Service, we will notify you straight away and you will not be charged. In this case the contract will not take effect.

Services Start and End date

The Services term starts on the Services Start Date and will continue until your Minimum Commitment Term expires (as set out on your Order Form and in any event no more than 24 months from the Services Start Date). This will be detailed on your Order Form.

What happens at the end of the Minimum Commitment Term?

Between 10 and 40 days before your contract ends, we will send you an end-of-contract notification telling you the date your Minimum Commitment Term ends, the price you will pay after that date, any notice period for ending the contract, and our best available tariffs. If you want to end the Service at this point, you must give us at least one months' notice of this. If you do not do this, the contract between us will continue from month to month (a 'rolling contract') in accordance with any changes in the Service that we have informed you of (e.g., your introductory offer changing to full price).

4. Payments and charges

The charges for the Service (and set-up services and installation of the Equipment) will be set on the order form when you place your order. We will also detail these charges in your Contract Information and Contract Summary documents.

We will charge you for the first instalment of the subscription charges and any installation fee's when we are informed by our engineer that the Service has been installed. From this date, a monthly subscription fee, as set out in the order, will be payable monthly in advance.

Please note we charge you on a pro-rata basis. This means if you sign up and use the Services for part of a month before you first full month, your first month's charges will be adjusted accordingly. Any pro-rata payments will be shown on your Order Form, Contract Summary and/or latest bill.

For example:

- You sign up to Wildanet's Services on the 21st November
- Our billing cycle runs from the 28th of the month and payment is taken on your preferred direct debit date. This means you will be charged for the Services from the 21st November up to the 27th November
- You will also pay for our Services a month in advance and so your first bill will cover 21st November up to 27th December
- Your first bill will also include any installation charges

Contract Price Rises

Broadband

Your monthly charge for broadband will increase by the amounts and at the times set out in your Contract Summary and Contract Information documents. Your monthly charge will not otherwise increase during your Minimum Commitment Term. If we increase our charges in any way that is not set out in your contract, we will give you at least 30 days' notice and you may end the contract during that period without paying any early termination charge.

Additional Extras (e.g. Phone, Television Services, WiFi Extenders)

If you've purchased Phoneline (per connection) Television Services, or WiFi Extenders (per unit) or any other services or Equipment, your monthly charge will increase by the amounts and at the times set out in your Contract Summary and Contract Information documents. .

What to do if you think a payment is wrong

If you think a payment is wrong, please contact us straight away so we can resolve the issue. Please contact us at customer.services@wildanet.com

We can charge interest if you pay late

If you do not make any payment to us by the due date, we may charge you interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. If the rate is negative, it will be deemed to be 0%. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us this interest together with any overdue amount.

5. Making Changes

Your rights to make changes.

Changes in the first 14 days

You can change your mind and cancel your contract within 14 days from the day after the contract is entered into, which is the day we send you our order confirmation (Cooling Off Period). If you wish to do this, you must tell us within the 14-day period by making any clear statement to us using the contact details in Section 2, or by using the model cancellation form we provide with your order confirmation.

Once your contract is cancelled, we will switch off your Service and you must return the Equipment installed when the Service was set up. We will tell you how to return it and will provide a pre-paid means of doing so at no cost to you.

Please note that if you expressly requested that we carry out installation or begin providing the Services during the Cooling Off Period and you then cancel, you will have to pay an amount which is in proportion to the installation and Services performed up to the date you told us you wished to cancel, compared with the full price agreed under the contract. You will not be charged for the Equipment itself, which remains our property and must be returned.

If you do not return the Equipment by the date we agree with you, we may make a charge for any item not returned, as described in section 8.

If you are entitled to a refund, then we will refund you for any charges (minus any deductions we are entitled to make under these terms for example because the Equipment returned to us has been damaged through your handling of it beyond what was needed to check it works) by the same method you used for payment, within 14 days of the day you told us you wished to cancel or, where Equipment is to be returned, within 14 days of the day we receive the Equipment back (or, if earlier, the day you provide evidence of having sent it back).

Changes after the first 14 days

Changing your Service package. If you wish to make a change to your Service package, please contact us to discuss your requirements. If the change is possible, then we will let you know about any other changes that may be necessary (e.g. charges, key dates, new Minimum Commitment Term). We will not extend your Minimum Commitment Term, or start a new one, because you buy additional Equipment or services, or at the end of your Minimum Commitment Term, unless you give your express consent.

Changing your contract to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this, but we will not unreasonably withhold our consent to this.

Moving home. If you move house during the Minimum Commitment Term, to an area in which we can provide the Service, please contact us to request that your Service is moved to your new home subject to the following conditions:

- If you move to a property with an existing Wildanet connection, you may move your existing Service to your new home. You may be subject to an installation fee which we will tell you about when you contact us to tell us about your move.
- If you move to an area where Wildanet provides Service, but the property is not currently connected to our network, You may be charged our standard installation fee and may be subject to excess installation fees. We will tell you about these when you contact us to tell us about your move.
- If you move to an area where we do not currently provide Service you may cancel the contract with us. This may be subject to payment of an early termination charge if you are within the Minimum Commitment Term. You must return the Equipment, and section 8 explains the charge for any item not returned.

Our rights to make changes.

Minor changes to the Service

We may, from time to time, make changes to the Service to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, for example to address a security threat. These changes should not affect your use of the Service but, if they will, we will tell you about them in writing (by email or post) before they take effect.

Changes to the Service and these terms

If we make any change to the Service or these terms (other than a change we are required to make by law or a purely administrative change that has no negative effect on you), we will give you at least one month's notice of the change, which will tell you about your right to end the contract under this section.

If the change is not exclusively to your benefit, you may end the contract, and any other contract forming part of the same bundle, without paying any early termination charge by telling us at any time within one month of our notice. You will only pay for the Services up to the date your contract ends. You will receive a refund for any charges you have already paid for Services you have not received.

Changes to software

To improve the Service, we may occasionally need to update the software used by the Equipment. We should be able to do this remotely but if this is not possible, we may need to arrange for an engineer to visit and you agree to give us access to the Equipment at a time agreed with you in advance.

6. Customer Support

We aim to provide most support to you via our helpdesk which you can contact on 0800 069 9906 or via email customer.services@wildanet.com. Our Customer Support area is generally open between 9am and 6pm Monday to Friday and between 9am and 5pm on Saturdays, excluding public holidays.

If we have to contact you, we will do so by using the details you provided to us when placing your order.

Engineer visits to your home

If we need to arrange an engineer home visit, we will agree a date with you in advance. If this needs to be changed or cancelled, you must give us at least 2 working days' notice of this.

You must ensure that you or someone aged over 18 is present who can provide information (for example, about a problem) and make any relevant decisions.

We may charge you for engineer visits to your home at a rate of up to £75 p/hour if:

- the engineer visits your home but there was no authorised person there to discuss the problem with
- the engineer visits your home to resolve a fault but could not find a fault or discovers that the fault was not
- due to our Service (or any related service or Equipment provided by us)

- you did not give us 2 working days' notice to change or cancel the date of a visit or you decide you do not want our engineer to carry out the work.
- You wish to deviate from the proposed route by our engineers that requires additional time to complete the works. (refer to section 3 for further information)

We will notify you of the charges payable for any engineer visits.

7. Problems, Faults and Complaints

What to do if there is a problem?

If there is a problem with any aspect of your Service, please let us know as soon as possible so we can try to remedy the matter straight away.

Where Wildanet or someone authorised to work by us is responsible for the problem, or if no-one is at fault, you do not have to pay any charges. However, if we reasonably consider that the problem has been caused by incorrect or incomplete information provided by you or something you did or did not do, we may charge you the reasonable costs for remedying the issue.

We will notify you of the charges payable for any engineer visits.

Equipment provided as part of the Service.

The Equipment remains our property at all times, unless we tell you in writing that you are buying it, and you should treat it with reasonable care. If any Equipment is faulty, please let us know as soon as possible and we will repair or replace it free of charge. We will not repair or replace Equipment free of charge where you are responsible for the damage, but we will not charge you for fair wear and tear. If you are responsible for damage, you will be responsible for the reasonable cost of repairing or replacing the Equipment, and we will tell you the amount before we take payment.

Software provided as part of the Service.

Any digital content (e.g. software and updates to it) will be of satisfactory quality and fit for purpose and as described by us. If you can show that a fault with it has damaged any equipment or device used by you and we have not used reasonable care and skill you may be entitled to a repair or compensation. However, it is your responsibility to ensure that you have installed appropriate up to date protection against viruses installed on any equipment or device used by you.

Your legal rights under the Consumer Rights Act 2015

If you are a consumer, you have certain legal rights in relation to the goods we have lent to you (that is the Equipment), digital content (software) and services (the set-up services and Service) we provide to you, with certain exceptions. For full details of your legal rights and guidance on exercising them, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06 or your local Trading Standards Office.

What happens if you have a complaint?

If you have any complaints about the Service, please contact us immediately so we can take appropriate action. If you have done this and feel we have not resolved the issue, please refer to our complaints process here: <https://www.wildanet.com/complaints-process/>

Alternative dispute resolution. We are a member of an Ofcom-approved alternative dispute resolution (ADR) scheme, Communications Ombudsman (<https://www.commsombudsman.org/>). If your complaint has not been resolved within eight weeks of you first raising it with us, or if we write to you confirming that we cannot resolve it (a 'deadlock letter'), you may refer your complaint to the ADR scheme free of charge. Its decision is binding on us but not on you.

8. Your options to end the Contract

Within the 14-day Cooling off period

If you have changed your mind, you may cancel the contract within the 14-day cooling-off period (see section 5).

During the Minimum Commitment Term

Our prices are based on our customer's signing up to our Services for the Minimum Commitment Term explained to you during the order process. Therefore, if you wish to cancel your Services, please contact us in the first instance to see if we can assist you. However, if you still do want to cancel the contract during the Minimum Commitment Term (after the cooling off period) you will be liable to pay an early termination charge. This charge will not exceed the total monthly charges remaining for the rest of your Minimum Commitment Term, reduced to reflect the costs we save because we no longer have to provide the Service and the benefit to us of receiving payment early. We will tell you the exact amount of the charge before you confirm your cancellation. No early termination charge is payable where you end the contract for one of the reasons set out in the section 'Because of something we have done or are going to do' below.

At the end of the Minimum Commitment Term

We will send you an end-of-contract notification between 10 and 40 days before the end of the Minimum Commitment Term to remind you that it is coming to an end. If you then stay with us without entering into a new contract, we will remind you at least once a year that you are out of contract and tell you about our best available tariffs. If you do not wish to continue the Service, you may give us one month's notice to terminate. If you are switching to another broadband provider, you do not need to contact us or give us notice: you can use the One Touch Switch process by signing up with your new provider, who will arrange the switch with us, and we will not charge you for any period after the date of the switch.

If you have moved to a rolling contract (see section 3) you can bring it to an end at any time by giving us at least one month's notice.

Because of something we have done or are going to do

You are entitled to end the contract immediately if:

- We make any change to the Service or these terms that is not exclusively to your benefit (other than a change required by law or a purely administrative change with no negative effect on you) and you tell us within one month of our notice that you do not agree to it; or
- the Service is interrupted for a period of more than 14 days because of events outside our control
- we have suspended supply of the Service for technical reasons or notify you we are going to suspend the Service for technical reasons, in each case for a period of more than 24 hours
- You are a member of the Armed Forces and are deployed to a different location

In these instances, please contact us using the details in Section 2.

- In all instances of you ending your contract with us, you must return the Equipment, and we will tell you how to return it and provide a pre-paid means of doing so at no cost to you. We will not charge you for fair wear and tear. If you do not return the Equipment by the date we agree with you, we may charge you for each item not returned, based on its value taking into account its age and condition and not exceeding its replacement cost. The maximum charge for each item will be shown in your Contract Summary and Contract Information documents, and we will tell you the amount, and give you a reasonable further opportunity to return the item, before we take payment. If you end your contract under a right to do so without paying an early termination charge, the only charge for Equipment you can be asked to pay is the value of any item you choose to keep.

9. Wildanet's options to suspend or end the Contract

We may have to temporarily suspend the supply of Service to you if we need to:

- deal with technical problems or make technical changes to the Service.

- update the Equipment or the Service to reflect changes in relevant laws or regulatory requirements.
- update the software or Equipment because you have requested a change to the Service package. resolve a problem reported.

Your rights if we suspend the Service

We will contact you in advance to tell you we will be suspending the Service, unless the problem is urgent or an emergency. If we have to suspend the Service for a period longer than 24 hours, we will adjust the price so that you do not pay for the Service while it is suspended. You may end the contract for the Service if we suspend it, or tell you we are going to suspend it, for a period of more than 24 hours and we will refund any amount you have paid in advance for the Service in respect of the period after you end the contract.

Suspension/termination due to non-payment

If you do not pay us for the Service when you are supposed to do so or you are breach of a material term of these conditions, we may suspend or end supply of the Service until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Service. We will not charge you for the Service during the period for which it is suspended but may charge you interest on your overdue payments.

If the reason for the suspension has not been put right within 30 days of us notifying you of the suspension starting, we may terminate your contract by giving you a further 5 days' notice. If we terminate your contract in these circumstances:

- you must pay all charges that were due up to the date the Service was suspended, together with any interest on late payment (see section 4);
- if you are still within your Minimum Commitment Term, you must also pay an early termination charge, calculated in the same way as set out in 'During the Minimum Commitment Term' in section 8; and
- you must return the Equipment, as set out in section 8.

Our ability to terminate under this section does not apply where we have suspended the Service for technical reasons or for any other reason that is not caused by you.

We may end the contract for your Service at any time if:

- you do not comply with these Terms of Use (including our Acceptable Use Policy: <https://www.wildanet.com/acceptable-use-policy/>)
- we reasonably believe that you have used the Service or Equipment for any illegal purpose or have provided us with false or misleading information.
- we reasonably believe that you have done anything which adversely affects the Service or other customers' use of it

you do not, within a reasonable time allow us access to your premises when required
Your right to remedy anything you have done to breach the contract.

We will usually allow you 14 days to remedy anything you have done which breaches these terms, if the matter can be remedied. However, we do not have to do this where this would be likely to adversely affect us or our other customers or where what you have done is illegal.

Other reasons we may end the contract.

We may also end the contract and stop providing the Service at any time if:

- You become bankrupt
- We must do so because of an emergency or event beyond our control which will prevent us from providing the Service for a period in excess of 14 days

If we do end the contract between you and us in these circumstances, then we will refund any sums you have paid in advance for set-up services, Equipment and any Service which will not be provided, and you will not have to pay any early termination charges.

Respectful Conduct Towards Wildanet Staff and Partners

We are committed to respectful and professional engagement across all interactions. We expect our employees and our build partners to be always treated with courtesy by you, and anyone assisting you or acting on your behalf. We do not tolerate verbal abuse, harassment, or threatening behaviour by you or any counterparts. We reserve the right to end calls or cease communication where conduct breaches this standard, in certain cases this may result in us choosing to terminate your Contract. Our support will continue to you where communication remains respectful, and solution focused. We are here to help and will do so constructively and collaboratively.

10. Our responsibility for loss or damage suffered by you

If we fail to comply with these terms, we are responsible for reasonable direct loss or damage you suffer that is foreseeable as a result of our breaking this contract or our failing to use reasonable care and skill. Subject to other paragraphs in this contract, the maximum amount of compensation we will pay you in any 12-month period shall not exceed the value of the Services provided to you in that period.

What we are not responsible for:

- any loss or damage that was not foreseeable to you and us when we entered into the contract for the Service
- any business or commercial loss (such as loss of profit or loss of business opportunity)
- any losses you suffer if you have used the Service or Equipment for business purposes (because the Service and Equipment are intended for domestic and private use and not for business purposes)
- any loss or damage that was caused by your breaking of these terms
- any loss or corruption of data (unless that is due to a problem with the software we provide to you as part of the Service or with the Equipment) as a result of other equipment owned by you (such as computers, televisions and other devices) not

being compatible with the Service and/or not being able to connect to the Service via the Equipment.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

The limits on our liability in this section, do not apply to:

- liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
- liability for fraud or fraudulent misrepresentation
- breach of your legal rights in relation to the Service or any related services or equipment.

When we are liable for damage to your property

Where we are providing the set-up services at your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the set-up services and installing the Equipment.

When we are liable for damage caused by software we provide as part of the Service

If defective digital content which we have supplied (such as software) damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not responsible for any loss or damage caused to any of your equipment, devices, or digital content to you if you have failed to protect them against viruses which are transmitted over the internet which are outside our control.

11. How we may use your personal information

We will use the personal information you provide to us:

- to supply the Service, related services, and Equipment to you
- to process your payments relating to the Service
- if you agreed to this during the order process, to give you information about other services that we provide, but you may ask to stop receiving this at any time.

Details of the ways in which we will use your personal information and your rights relating to our use of your personal information are set out in our Privacy Policy:

<https://www.wildanet.com/privacy-policy/>

12. Other important terms

If a court finds part of this contract illegal, the rest will continue in force.

Each of the provisions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining terms will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later.

If we delay in taking steps against you in respect of your breaking this contract, that will not prevent us from taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Service, we can still require you to make the payment at a later date.

13. Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by the law of England and Wales. You can bring legal proceedings in respect of the Service in the courts of England and Wales. If you live in Scotland, you can bring proceedings in either the Scottish or the English courts, and if you live in Northern Ireland, in either the Northern Irish or the English courts. Nothing in this section affects your statutory rights.