

STATEMENT OF SERVICE – SUBSCRIPTION AGREEMENT

DOMESTIC & GENERAL SKY PROTECT PC PLAN

Sky Protect PC is available to residents of the United Kingdom who are 18 years old or over.

Sky Protect PC can only be used for your own personal and domestic purposes or home office. The Service cannot be used for business systems or purposes.

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

- A working broadband service;
- Your PC must have the minimum performance specifications as specified by the manufacturer for the operating system and software applications being run.

Sky Protect PC is a telephone and remote control support service for domestic users and their PCs.

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

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

- Operating system;
- 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 Security
 - Anti-virus software;
 - Anti-spyware software;
 - Firewalls;
 - Parental controls.
- Automatic updates.

Sky Protect PC 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, unless you have purchased from us the appropriate hardware warranty;
- Hardware upgrade costs;

SUBSCRIPTION AGREEMENT

DOMESTIC & GENERAL SKY PROTECT PC PLAN

Thank you for choosing the Sky Protect PC Plan, which is provided by Domestic & General Services Limited.

In this Agreement, "**we**", "**us**" and "**ours**" means Domestic & General Services Limited, our employees and subcontractors, and "**you**", "**your**" and "**yours**" means you, the person referred to in Part A below. F

Your Agreement with us comprises three parts:

Part A (in your welcome email) sets out the Sky Protect PC Plan details and the scope of the service that we agreed to provide to you (the "**Statement of Service**").

Part B (on the next few pages) sets out the terms and conditions on which the Sky Protect PC Plan was provided to you (the "**Terms**").

Part C (in your welcome email) – our Fair Usage Policy (the "**Fair Usage Policy**") allows you to use our Services for up to 360 minutes in any year of subscription. The Fair Usage Policy may be updated from time to time and an up-to-date version may be found on our website at www.skyprotect.com/pc

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 Sky Protect PC Plan is available to residents of the United Kingdom who are 18 years old or over.
- The Sky Protect PC 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 Sky Protect PC Plan:
 - a. A working broadband 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 Sky Protect PC Plan is included in the Statement of Service. Please read this document and refer to it should you encounter a fault with your PC.
- We may require you to have the necessary cables to connect your PC to the Internet via your modem or wireless router.
- You must be physically available and in attendance with access to your PC 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 and the storage of any illegal or unacceptable material (please see Clauses 6.1 and 7.2 of the following Terms).

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;

"Plan" means the contract offering you the Sky Protect PC 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;

"Sky Protect Software" means software either owned or licensed by Domestic & General and provided to you in order to allow you to receive the Service, including, without limitation, any diagnostic software we may provide to you on CD-Rom or by download;

"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 Sky Protect PC 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 at www.skyprotect.com/pc;

"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 You may change your mind and cancel this Plan at any time within 14 Working Days from the day after the day on which you receive your Agreement from us by mail (the "Cooling Off Period") and you will receive a full refund unless we have provided you with any chargeable Service in which case we will charge you for that Service in accordance with our current charges, as displayed on our Website and will refund a proportion of your Plan fee relating to the remaining full months outstanding.

2.2 You may also cancel this Plan at any time after the initial 14 day Cooling Off Period and the following will apply:

- a) If you have used our service under your Plan then no refund will be paid;
or
- b) If you have not used our service under your Plan we will refund a proportion of your Plan fee relating to the remaining full months outstanding.

2.3 To cancel your Plan call us on 08444 81 02 38. You can also cancel by e-mailing info@skyprotect.com, by clicking on 'Contact us' at www.skyprotect.com/contact-us, or by writing to Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire, CV12 8JP.

2.4 The Plan can be cancelled by us by giving you 14 days notice in writing to your last known address. A refund of the amount paid for the remaining full months of the Plan will be given.

- 2.5 If the Plan is cancelled and you are paying by Direct Debit, you must tell your bank to cancel the Direct Debit instruction.

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 to 10pm, 7 days a week excluding Christmas Day. You may request our Service by calling 08444 81 02 38.
- 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, for example, due to new versions of software or operating systems being introduced which affect Sky Protect Software. If this is necessary, the following procedure will apply:
- (a) we will give you at least 1 month's 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).
- 4.2. If you do not agree to our variation you may terminate the Agreement, by following the procedure set out in Clause 2.2. If we do not hear anything from you within 1 month after we notify you of any variation to the Agreement, you are indicating to us that you agree to the variation.

5. PAYMENT

You will pay us monthly or annually in advance for the Service. The annual sum and monthly payments are set out in your welcome letter or in any price changes and 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 ((our technicians can provide guidance on this); 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 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 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 information is held, used by and shared between Domestic & General Services Limited ("**D&G**") and any member of the D&G group and British Sky Broadcasting Limited ("**Sky**") and any member of the Sky group in the following ways (1) for the administration of Sky Protect PC Service (2) to pass

to any relevant regulator or dispute resolution provider and (3) for training, statistical analysis and testing purposes. D&G will not use your information for direct marketing purposes.

- 9.6 By becoming a customer, unless you have told Sky otherwise, you agree that any member of the British Sky Broadcasting group, and any company which may succeed their businesses, may use and share, within that group, the information you provide and other information Sky hold about you for account management, market research and the marketing of Sky's and third parties' products and services by Sky. This may include contacting you by post, telephone, email or SMS unless you tell Sky you don't want to be contacted in any of these ways by calling 08702 40 40 40 or sending an email to MySky@bskyb.com.
- 9.7 Sky may also share such information with credit reference agencies and other companies including for use in credit decisions, for fraud prevention and for debt recovery purposes. In addition, Sky may provide information to third parties for the purposes of preventing or detecting crime or for the purpose of safeguarding national security. Sky also provide information when required to do so by law (for example under a court order) or in response to properly made demands in accordance with legislative powers. Disclosures made will be in accordance with applicable data protection legislation.
- 9.8. Information held by the Sky group about you may also be shared with other companies outside the Sky group, including for sales, marketing and market research purposes by such companies, unless you tell Sky that you wish to be excluded from such uses by contacting Sky on 08702 40 40 40 or sending an email to MySky@bskyb.com. You can ask Sky for a copy of your details (for a small fee) and to correct any inaccuracies.
- 9.9. For compliance purposes, training and to improve services, D&G and Sky may monitor and record communications with you.

10. TERMINATION

- 10.1 Either you or we may immediately terminate the Agreement by giving notice to the other in writing (in our case, by sending you an e-mail and/or a letter to your mailing address) if:
- (a) the other breaks an important term of this Agreement which either cannot be corrected or which the other fails to correct within 7 days of being asked to do so; or
 - (b) the other 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 30 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. A refund of the amount paid for the remaining full months of the Plan will be given. 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
- (d) we are required to do so by law, or by a requirement of a court or other governmental or regulatory body;
- (e) you consistently ignore your responsibilities as set out in Clause 6;
- (f) you do not, or refuse to, take our advice or act upon or implement our instructions regarding your Equipment; or
- (g) you exceed the time allowance set out in the Fair Usage Policy.

11. INTELLECTUAL PROPERTY

- 11.1 All intellectual property rights (including copyright, trade marks, rights in designs and patents) in the Service belong to us, our licensors or suppliers or Sky. The trade mark Sky Protect PC and all other related logos, brand names and images are and will continue to be Sky's or 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.
- 11.2 If, during performance of the Service, we provide Sky Protect Software to you for use on your Equipment, we have been authorised to grant to you a personal non-exclusive non-transferable licence to use Sky Protect Software in order to receive 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.
- 12.4 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 6.

- 12.5 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 we cannot provide all or part of the Service to you, we will refund all or a reasonable part of your Plan fee for the period during which we are unable to provide the Service at our discretion, depending on the severity of the Unforeseen Event.
- 13.5 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, you may terminate this Agreement by following the procedure set out in Clause 2.2.

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

15. HOW TO CONTACT US OR COMPLAIN

- Call the Customer Service Department on 08444 81 02 38;
- Write to the Customer Care Manager at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP;
- Emailing us at info@skyprotect.com.

Nothing in these Terms will reduce your statutory rights, for example those 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.

16. TELEPHONING DOMESTIC & GENERAL SERVICES LIMITED

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

17. GOVERNING LAW

This Agreement is governed by English Law unless we have agreed otherwise with you.

18. TRANSFERRING YOUR PLAN

If you purchase a new PC you may, with our permission, transfer this Plan to your new PC. In addition, with our permission, you may transfer your Plan to a new owner by giving us written details of the new owner. Permission for the transfers of a Plan are at the discretion of Sky Protect PC Customer Services, Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP

19. RENEWING YOUR PLAN

At the end of your 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. You will need to return this with payment for the Plan to continue.

20. GENERAL

20.1 The Service is provided and administered by Domestic & General Services Limited (Registered in England and Wales Number 1970780) a member of the Domestic & General group of companies and our registered office is at Swan Court, 11 Worple Road, Wimbledon, SW19 4JS.

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.

FAIR USAGE POLICY

DOMESTIC & GENERAL SKY PROTECT PC PLAN

Sky Protect PC will provide up to 360 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. Sky Protect PC is provided by Domestic & General Services Ltd.

Registered office: Swan Court, 11 Worples Road, Wimbledon, London, SW19 4JS. Registered in England and Wales. Company Number: 1970780. A member of the Domestic & General group of companies.

British Sky Broadcasting Group Plc. Registered office: Grant Way, Isleworth, Middlesex, TW7 5QD. Registered in England and Wales. Company Number: 2247735.

STATEMENT OF SERVICE - INSTANT FIX AGREEMENT

DOMESTIC & GENERAL SKY PROTECT PC SERVICE

Sky Protect PC is available to residents of the United Kingdom who are 18 years old or over.

Sky Protect PC 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 Sky Protect PC:

- A working broadband service;
- Your PC must have the minimum performance specifications as specified by the manufacturer for the operating system and software applications being run.

Sky Protect PC is a telephone and remote control support service for domestic users and their PCs.

It does not cover the cost of repairing your PC.

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

- Operating system;
- 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 Security
 - Anti-virus software;
 - Anti-spyware software;
 - Firewalls;
 - Parental controls.
- Automatic updates.

Sky Protect 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, unless you have purchased from us the appropriate hardware warranty;
- Hardware upgrade costs;

INSTANT FIX AGREEMENT

DOMESTIC & GENERAL SKY PROTECT PC SERVICE AGREEMENT

Thank you for choosing the Sky Protect PC Service, which is provided by Domestic & General Services Limited.

In this Agreement, "**we**", "**us**" and "**ours**" means Domestic & General Services 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 two parts:

Part A (on our Website) sets out the Sky Protect PC Service details and the scope of the service that we will provide to you (the "**Statement of Service**");

Part B (on the next few pages) sets out the terms and conditions on which the Sky Protect PC Service is provided to you (the "**Terms** ").

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

If you have difficulty understanding any of Part A or Part B, please contact us via one of the methods listed in Clause 11.

Please note the following:

- The Sky Protect PC Service is available to residents of the United Kingdom who are 18 years old or over.
- The Sky Protect PC Service (as described in the Statement of Service) entitles you to up to 60 minutes of remote access help during one telephone call to us in exchange for a one-off fee.
- Customer Requirements: you must have the following in order to take up the Sky Protect PC Service:
 - c. A working broadband service;
 - d. 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 certain obligations on you; please see section 5 (Your Responsibilities) of the following 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 Sky Protect PC Service is included in the Statement of Service.
- We may require you to have the necessary cables to connect your computer to the Internet via your modem or wireless router.

- You must be physically available and in attendance with access to your computer during your remote access session with us.
- We also draw your attention to your obligations regarding information on your computer that you consider to be confidential on your PC and the storage of any illegal or unacceptable material (please see clauses 5.1 and 6.2 of the following Terms).

PART B - TERMS

8. DEFINITIONS

In these Terms:

"Agreement" means your agreement with us, which comprises a complete Statement of Service 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 that we reasonably believe to be inherent in the Your Software from the point of manufacture;

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

"Sky Protect PC Software" means software owned or licensed by Domestic & General and provided to you in order to allow you to receive the Service, including any diagnostic software we may provide to you by download;

"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 Sky Protect PC Service;

"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 at www.skyprotect.com/pc;

"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. SERVICE

- 2.1 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 on our Website. You must also comply with all the requirements described in Clause 5. 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 if this is the case.
- 2.2 Our Service is available from 8am to 10pm – 7 days a week excluding Christmas Day. You may request our Service by calling 08444 81 02 38.
- 2.3 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.
- 2.4 If you report a recurring Fault within 30 days of you originally reporting the Fault we will attempt to fix it, provided that you have followed any advice given to you during the initial call to us. If you have not reasonably attempted to follow this advice any Service we provide to you will be chargeable as a new Service.
- 2.5 If you have not reasonably attempted to follow this advice any Service we provide to you will be chargeable as a new Service.
- 2.6 If you report a recurring Fault after 30 days of you originally reporting the Fault any Service we provide to you will be chargeable as a new Service.

3. PAYMENT

You will pay us our fee for the service as stated in the Current charges displayed on our Website.

4. SUSPENSION OF THE SERVICE

We may suspend performance of the Service during a telephone call immediately if:

- (a) you do not comply with your responsibilities as set out in Clause 5;
- (b) you do not, or refuse to, take our advice or act upon or implement our instructions regarding your Equipment;
- (c) we find Inappropriate Content on your Equipment during the performance of the Service; or

(d) we are required to do so by law, or by a requirement of a court or other governmental or regulatory body

and you will receive a full refund.

5. YOUR RESPONSIBILITIES

As confirmed to you during your initial telephone call to us in order for us to be able to provide you with the Service, you must do the following before requesting us to complete the Service:

(a) take appropriate steps to safeguard your Equipment, including by:

a) installing and maintaining appropriate anti-Virus software (our technicians can provide guidance on this); and

b) backing up all Your Software, data, files and other information which may be stored on your Equipment and any relevant disks or drives;

(b) give us 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) provide 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) have 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) ensure 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) ensure that your Equipment does not contain any Inappropriate Content;

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

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

(i) have 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) retain and provide correct details of all relevant registration keys and passwords as and when required; and

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

6. OUR RIGHTS

6.1 We reserve the right to:

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

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

6.2 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.

7. OUR RESPONSIBILITIES

7.1 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.

7.2 We will treat as confidential:

(a) any data we access on Your Software; and

(b) any information that you inform us is confidential.

(c) subject always to Clause 6.2.

8. DATA PROTECTION

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

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

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

8.4 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.

8.5. Your information is held, used by and shared between Domestic & General Services Limited ("**D&G**") and any member of the D&G group and British Sky Broadcasting Limited ("**Sky**") and any member of the Sky group in the following ways (1) for the administration of Sky Protect PC Service (2) to pass

to any relevant regulator or dispute resolution provider and (3) for training, statistical analysis and testing purposes. D&G will not use your information for direct marketing purposes.

- 8.6. By becoming a customer, unless you have told Sky otherwise, you agree that any member of the British Sky Broadcasting group, and any company which may succeed their businesses, may use and share, within that group, the information you provide and other information Sky hold about you for account management, market research and the marketing of Sky's and third parties' products and services by Sky. This may include contacting you by post, telephone, email or SMS unless you tell Sky you don't want to be contacted in any of these ways by calling 08702 40 40 40 or sending an email to MySky@bskyb.com.
- 8.7 Sky may also share such information with credit reference agencies and other companies including for use in credit decisions, for fraud prevention and for debt recovery purposes. In addition, Sky may provide information to third parties for the purposes of preventing or detecting crime or for the purpose of safeguarding national security. Sky also provide information when required to do so by law (for example under a court order) or in response to properly made demands in accordance with legislative powers. Disclosures made will be in accordance with applicable data protection legislation.
- 8.8 Information held by the Sky group about you may also be shared with other companies outside the Sky group, including for sales, marketing and market research purposes by such companies, unless you tell Sky that you wish to be excluded from such uses by contacting Sky on 08702 40 40 40 or sending an email to MySky@bskyb.com. You can ask Sky for a copy of your details (for a small fee) and to correct any inaccuracies.
- 8.9. For compliance purposes, training and to improve services, D&G and Sky may monitor and record communications with you.

9. INTELLECTUAL PROPERTY

- 9.1 All intellectual property rights (including copyright, trade marks, rights in designs and patents) in the Service belong to us, our licensors or suppliers or Sky. The trade mark Sky Protect PC 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 Sky's or 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.
- 9.2 If, during performance of the Service, we provide Sky Protect Software to you for use on your Equipment, we have been authorised by Sky to grant to you a personal non-exclusive non-transferable licence to use Sky Protect Software in order to receive the Service.

10. OUR LIABILITY TO YOU

- 10.1 Unless otherwise stated in the rest of this Clause 10, we will be liable to you for any loss suffered by you as a result of our performance of the Service.
- 10.2 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.

- 10.3 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 5.
- 10.4 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.

11. UNFORESEEN EVENTS

- 11.1 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.
- 11.2 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 and will tell you how long we expect that the Unforeseen Event will either prevent or delay us from carrying out our duties.
- 11.3 As long as we comply with our obligations set out in Clause 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.
- 11.4 If we cannot provide all or part of the Service to you, we will refund all or a reasonable part of your Service Fee for the period during which we are unable to provide the Service at our discretion, depending on the severity of the Unforeseen Event.

12. HOW TO CONTACT US OR COMPLAIN

- Call the Customer Service Department on 08444 81 02 38;
- Write to the Customer Care Manager at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP;
- Emailing us at info@skyprotect.com.

Nothing in these Terms will reduce your statutory rights, for example those 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.

13. TELEPHONING DOMESTIC & GENERAL SERVICES LIMITED

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

14. GOVERNING LAW

This Agreement is governed by English Law unless we have agreed otherwise with you.

15. GENERAL

- 15.1 The Service is provided and administered by Domestic & General Services Limited (Registered in England and Wales Number 1970780) a member of the Domestic & General group of companies and our registered office is at Swan Court, 11 Worples Road, Wimbledon, SW19 4JS
- 15.2 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.
- 15.3 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.
- 15.4 We may assign, transfer, charge or deal in any other manner any of our rights and/or obligations under this Agreement to a third party. We will give at least 30 days' notice on the Website 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 the rights of our customers under this Agreement will be detrimentally affected by such transfer.
- 15.5 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 12 if you require a copy in any of these formats.

FAIR USAGE POLICY**DOMESTIC & GENERAL SKY PROTECT PC SERVICE**

The Sky Protect PC Service (as described in the Statement of Service) entitles you to up to 60 minutes of remote access help during one telephone call to us in exchange for a one-off fee.

We reserve the right to charge an extra £25 for each additional 45 minutes of use in accordance with our full Terms and Conditions. Sky Protect PC is provided by Domestic & General Services Ltd.

Registered office: Swan Court, 11 Worples Road, Wimbledon, London, SW19 4JS. Registered in England and Wales. Company Number: 1970780. A member of the Domestic & General group of companies.

British Sky Broadcasting Group Plc. Registered office: Grant Way, Isleworth, Middlesex, TW7 5QD. Registered in England and Wales. Company Number: 2247735.