

1 Our Services

1.1 The following services are available from Unigold 2000 Ltd:

1.1.1 Remote Support

If you take this service, we will provide you with either of the following services over the telephone for a one-off fee of £35.00 plus vat or as part of the Unigold Club Subscription Service:

(i) If you choose the „Set-Up“ option, we will advise you on any queries you have about the setup of your hardware, operating system(s) and applications on your home computer; and

(ii) If you choose the „Fix“ option, we will attempt problem diagnosis and a solution. For further details of what is included within the scope of service for each of the Set Up and Fix options, details of the maximum permitted call length per session for these services and details of the related session fees, please call us on 0845 390 2000. Additional terms and conditions for the Unigold Support Club Subscription Service can be found attached to this document.

1.1.2 Home Support

if you take our Home Support Service, we will agree the scope of the services to be provided to you and the applicable fee at the time you place your order with us. The service we provide to you may include set up and configuration of your home computer(s), including:

(i) networking peripherals and equipment;

(ii) networking fully licensed original copies of software; and

(iii) networking fault diagnosis and rectification.

Our Home Support Service is currently only available to customers in surrey area by pre-booked appointment. For details of the applicable post-codes and our schedule of fees, please call us on 0845 390 2000. From time to time, we may agree to provide our Home Support service to customers in post-codes outside our standard service area. If we agree to do this you may be required to pay an additional fee, which we will tell you when you make your appointment for a Unigold technician to visit your home.

1.2 Our services are available to consumers who require technical support for home-related use or business-related purposes.

1.3 We will be able to provide you with support on any of the following:

(i) File servers;

(ii) File server operating systems;

(iii) Domain & active directory based networks;

(iv) Virtual private network (VPN) & wide area networks;

(v) Multi-subnet networks;

(vi) Complex firewall configurations.

2 How to Get Our Services

2.1 You can access our Remote Support Service between the hours of 9am and 5.30pm by pre-arranged appointment.

2.2 If you wish to make an appointment for our Home Support Service, you can do so by calling us on 0845 390 2000. Appointments for our Home Support Service can be made for any time of day or night. However, if you wish to make an appointment for a Unigold technician to visit your home after 6pm at night and before 8am in the morning, you may also have to pay an additional fee. Appointments are also subject to availability. We will advise you of current availability when you ring to make an appointment. Please call us on 0845 390 2000 for further details.

2.3 Calls to our 0845 390 2000 number are charged at a local rate from a BT, Onetel or TalkTalk landline. Call costs from mobiles and other service providers may vary, please check with them for details. We may monitor and record calls to this number for quality and training purposes.

3 Minimum Requirements for our Services

3.1 If you take either of our services, you must have a fully working and licensed personal computer meeting the following minimum requirements:

- (i) Windows 2000 (or a more recent version) or XP operating system;
- (ii) Processor speed of 233MHz or above;
- (iii) 256MB RAM;
- (iv) 200MB available hard drive space;
- (v) an available USB, Ethernet or wireless port; and
- (vi) a compatible modem, adsl (Broadband) or, where applicable, wireless router.

3.2 The following additional system requirements also apply for wireless networking:

- (i) All computers to be networked must have a minimum of 10MB of hard disk space and 256 MB of RAM;
- (ii) Password(s) for operating systems and / or your Internet Service Provider must be available at the time of service;
- (iii) Your Operating System disc and Key Code must be available at the time of service;
- (iv) All computers and peripherals to be networked must be installed and operational prior to the time of service, including connection to any broadband modem.

4 Your Responsibilities

4.1 if you take either of our services, we will provide the service to you subject to the following conditions:

4.1.1 you must have valid software licences for your operating system and all applications on your computer(s). You must supply details of the relevant licence keys if we ask you for them.

4.1.2 You must back up your Software and Data. You agree that prior to contacting us to perform diagnostic repairs or to provide other technical support on or in connection with your computer(s), and either on-site or remotely, it is your entire responsibility to protect your personal computer and to back-up all data, software, information and other files that are stored on any and all computer disks and drives you may have.

4.1.3 You must make sure an adult is present. For any on-site services that we supply, a person of at least 18 years of age must be present the entire time that our technician is providing the services. If the Unigold technician arrives at your home to provide our service and no adult is present, service may be denied and a cancellation fee as specified in our schedule of prices may be charged.

4.1.4 You agree to follow our reasonable instructions, including any security instructions. This may include installing any equipment or software that we advise and following any other reasonable

instructions that we may give you about the service we provide.

4.1.5 You must give us access as follows.(i) Remote Support - Unigold technician will ask you for consent to access your computer using our remote access facility before or during the provision of this service. You will only be asked to allow remote access before each session. You must agree to this access to enable us to provide the service. If you do not, we may not be able to provide the service to you.

(ii) Home Support - You must provide the Unigold technician with full access to the computer(s) and / or peripheral(s) to be serviced and such access as is necessary to your residence. You agree to give your consent for the technician to do this and also agree to co-operate fully and provide the technician with a safe working environment, working space and electrical power. If the Unigold technician arrives at your premises and reasonably determines that you are unwilling or unable to provide the access, co-operation or safe working environment as described above, and then service may be denied.

4.2 If you are unable to comply with any of the above requirements, we may be unable to or will be entitled to decline our service to you. We may also charge you a cancellation fee as specified in our schedule of fees and prices.

5 Our responsibility to you

5.1 We may not be able to advise on all issues or to repair or solve all problems that you ask us to, but to the extent that we cannot advise on an issue or repair or solve a problem that we agreed was included in the scope of our services then we will refund any applicable fee paid by you to us. Separately we may not be able to fulfil any service requests that fall outside the agreed scope of our services, in which case no refund will be payable.

5.2 We will not be responsible to you:

(i) For any inherent failures in or caused by the supported applications and operating systems or third party products supplied by us;

(ii) For the repair or replacement of any equipment that is faulty (as reasonably diagnosed by us during the provision of our service to you);

(iii) For any failure by you to follow our reasonable advice, recommendations or instructions;

(iv) If either we, including without limitation any of our technicians, agents, contractors or third party service providers are impaired or stopped from providing the service by you for any reason whatsoever or are otherwise unable to provide a service to you as a result of any event that is outside our reasonable control;

(v) For any damage to your hardware or equipment.

5.3 Our Unigold technician will use reasonable endeavours to keep any appointment you make with us for our Home Support Service, but we cannot guarantee that the technician will arrive on time in each case. If a technician is delayed, he or she will try to contact you at a reasonable time in advance to let you know of any expected delay. From time to time, factors outside our control may also require that we re-schedule an appointment. If we have to do this, we will try to re-schedule another appointment as soon as reasonably possible. We will not be responsible to you for any delay in keeping appointments or if we have to re-schedule an appointment due to circumstances beyond our reasonable control.

5.4 Nothing in these terms of service shall exclude or limit our liability for death or personal injury caused by our negligence or that of our technicians or agents, or for any liability arising under Part I of the Consumer Protection Act 1987.

5.5 We shall not be liable to you for:

(i) any loss that is not reasonably foreseeable;

(ii) any loss calculated by reference to profits, income, or business (or loss of such profits, income, or

business);

(iii) any loss of goodwill;

(iv) any loss or corruption of data; or

(v) any losses you may suffer arising from your use of (or failure to use) any anti-virus software.

5.6 We do not accept liability for the acts or omissions of any providers of telecommunication services.

5.7 Our aggregate liability, whether in contract or for negligence or breach of statutory duty or otherwise, to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed £1,000 for any one incident or series of related incidents.

5.8 The limitations of liability set out in this clause 5, are in addition to any other provisions limiting our liability set out elsewhere in these terms of service.

5.9 Nothing in these terms of service shall impose any liability on us in respect of non-performance of a service where the performance claimed is outside these terms of service or where such non-performance is directly due to your acts, omissions, negligence or default.

5.10 We shall have no responsibility to you for any goods, services, information, software or other materials that you use or obtain when using your personal computer whether offline or online for accessing the internet (including e-mail).

6 Purchase of Goods

6.1 If you purchase any Unigold branded goods from one of our technicians you must inspect those goods as soon as reasonably possible after you receive them, and to tell us of any damaged or missing items from those goods as soon as reasonably possible by calling us on 0845 390 2000.

6.2 We will use reasonable endeavours to repair or replace any goods you buy from us if they are faulty or damaged or if they become faulty within 28 days of purchase and we will not repair or replace them if you are responsible for the fault. You must return any damaged or faulty goods to us (including all cables and software that may have been supplied with the goods) in the original packaging by sending them by special delivery to Unigold 2000 Ltd, 34 Stringers Ave, Jacobs Well, Guildford, Surrey, GU4 7NW.

7 Unigold 2000 Ltd Promise

7.1 No Fix, No Fee. When you take either of our services, we will use reasonable skill and care when attempting to diagnose and fix the particular technical problem you are experiencing. We will not charge you if we are unable to fix the problem, provided you have fully complied with these terms of service. If you have not complied with these terms of service, a cancellation charge may apply.

7.2 Remote Support: If you take our Remote Support Service and the problem we have fixed occurs again within 5 days as a direct result of the same cause(s) we identified when we fixed it for you the first time, provided you have fully complied with these terms of service, we will:

(i) try again to fix the problem at no extra charge; and

(ii) if we cannot then fix the problem again, we will return your money at the full purchase price for the services performed.

7.3 Home Support: If you take our Home Support Service and the problem we have fixed occurs again within 30 days as a direct result of the same cause(s) we identified when we fixed it for you the first time, provided you have fully complied with these terms of service, we will:

(i) try again to fix the problem at no extra charge; and

(ii) if we cannot then fix the problem again, we will return your money at the full purchase price for the services performed.

7.4 Exclusions. For any repairs necessitated by a virus or spyware, each of the above service warranties is only valid if you have up-to-date anti-virus and anti-spyware protection installed or updated during the repair or immediately thereafter. This service warranty excludes any defective hardware or other products.

8 Charges and Payment

8.1 Details of our current prices and payment terms for each of our Services call us on 0845 390 2000.

8.2 Remote Support.

(i) Calls to this service are charged at a fixed fee. A call may last up to thirty minutes. If you do not use all of the allowed time, you will not receive any discount or refund for the unused period and you may not save it for use at a later date. If you need to extend the time of your call, you may be required to pay an additional charge or to call back again. We will advise you of this during the call.

(ii) We will ask you for details of your credit or debit card and, in providing this to us, you will thereby be providing us with the appropriate payment authorisation, before we provide our service to you. You agree to pay us the applicable fee by the end of the call and we will take the relevant fee from you using the details you have provided.

8.3 Home Support.

(i) The charge for a Unigold technician to visit your home and supply a specific service is based on a per job fee regardless of the time spent onsite. You may be required to pay an additional charge or to make a further appointment at another time if you wish to add further requests or tasks. The Unigold technician will advise you of this during the appointment.

(ii) You agree to pay us the applicable fee upon completion of the appointment by either logging on to our website and completing the appropriate payment process (the Unigold technician will advise you how to do this) or by calling us on 0845 390 2000 and authorising us to take the relevant fee from you using the details you have provided.

(iii) If you require a home visit for a non-specific job i.e. virus removal or PC problem this will be charged at a quarter hourly fees.

8.4 You also agree to pay us for any goods that we provide to you and any charge for a cancellation, re-scheduled or missed appointment that you may be obliged to pay us in accordance with these terms of service.

9 What happens if you want to cancel, re-schedule or if you miss an appointment

9.1 Cancelling or Re-Scheduling an Appointment. You may cancel or re-schedule a Home Service appointment at any time up to two hours before the appointment time without charge. If you wish to cancel or re-schedule after this, we may charge you a cancellation or re-scheduling fee.

9.2 Missed Appointments. If you are unable to keep a Home Service appointment you have made with us, we may charge you for a missed appointment.

9.3 For details of our charges for cancellations, re-scheduled or missed appointments please call us on 0845 390 2000.

10 Use of Your Information

10.1 We respect your personal information and undertake to comply with applicable Data Protection legislation and the EU Safe Harbour Framework. These statements (and any other applicable references on our website) describe the privacy practices relating to Unigold 2000 Ltd including our services provided at your home or office, remotely on the Unigold 2000 Ltd Web site and through Unigold 2000 call centres. When you provide Unigold with your personal information, you consent to these practices described in this policy. We may hold information that you provide to us (such as by telephone on an application or Order form or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies).

10.2 What Information we may collect. While taking advantage of services from Unigold, you may be asked to provide personal information in order to facilitate your transaction. We may also hold information that you provide when you contact a Unigold call centre to schedule an appointment for services at your home or office, for assistance or with a question, participate in a promotion or research or participate in other activities with Unigold. This information ("Your Information") may include your name, address, date of birth, gender, telephone numbers, email address, bank and Credit or Debit Card information, occupation and employment data, lifestyle information and details of how you use the

Services.

10.3 In the event that we undergo a re-organisation or are sold to a third party, you agree that Your Information may be transferred to that re-organised entity or third party for the purposes and subject to the terms of these Terms of Service.

10.4 How Your Information may be used. Your information is held and used by us in the course of providing you with agreed upon services. It may also be held and used by us for a number of other purposes and we may use third parties to support us with these purposes. The third parties with whom Unigold conducts business are only authorized to use your personal information to perform the service for which they were hired. As part of their contractual obligations, these providers are required to follow the privacy guidelines provided to them and to take reasonable and appropriate measures to ensure your personal information is secure. We may use third parties without limitation as described below:

10.4.1 processing your order; administering your account and billing, including allocating or offering you rewards, discounts or other benefits; settling accounts with those who provide related services to us; disclosing your data to banks and debit and credit card companies to validate your Credit or Debit Card details; dealing with requests, enquiries or complaints and other Customer Care related activities; debt recovery (also using recovery agents and agents facilitating contact with you) and legal actions and all other general administrative and business purposes;

10.4.2 carrying out market and product analysis of Your Information to develop and improve and to tell you about Unigold products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may use this information to send you marketing communications and may tell you by automated means or otherwise, including by email, fax, SMS, MMS, telephone, post and via world wide web, WAP and similar sites subject to any preferences indicated by you at the time you apply to receive either of our Services or subsequently;

10.4.3 contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of Your Information to the third party concerned subject to any preferences indicated by you at the time you apply to receive either of our Services or subsequently;

10.4.4 carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with national security, legal proceedings and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; or

10.5 You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide your user information or information concerning your activities whilst using the Service we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use that is deemed by us to be inconsistent with these terms.

10.6 We may disclose to third parties aggregated data to the use of the Service provided that a single individual is not identifiable in such data.

10.7 The Information Commissioner A comprehensive description of how we use personal information is publicly available from the Information Commissioner - please see: www.dataprotection.gov.uk.

10.8 Access If you would like us to tell you what information we hold about you, please write to us c/o The Legal Department, Unigold 2000 Ltd, 34 Stringers Ave, Jacobs Well, Guildford, Surrey, GU4 7NW. We may charge a £5.00 administration fee; please quote your full name and address on all requests.

10.9 Opting Out if you do not wish your details to be used for the purposes described in clauses 10.4.2 and 10.4.3 please write to us at the above address stating your full name and address.

10.10 Security of Your Information Unigold has security measures in place and takes reasonable precautions to protect against the loss, misuse and unauthorized access of your personal information under Unigold control.

10.11 Remote Access Unigold may offer remote access service to assist in diagnosing and resolving system issues. This process allows a Unigold Agent to remotely access your computer to determine the problem and either repair it or provide advice on what options are available to fix the issue. By taking advantage of this service, you are giving permission to a Unigold Agent to log into your computer which may contain personal information. A Unigold Agent will only search your computer to determine the cause of the problem and will attempt to limit their interaction with your files to a minimum. It is your responsibility to ensure all of your files, especially those containing personal information, are secure to

prevent any type of data loss or corruption.

11 Matters beyond Our Reasonable Control

11.1 Sometimes we are unable to do what we have agreed due to something beyond our reasonable control. If this happens we do not accept responsibility for what has occurred.

12 Transfer

12.1 you may not transfer the whole or any part of the Contract without our prior written consent.

12.2 Our Services may be administered to you in whole or part by another company.

13 Disputes

13.1 If you have a complaint or query regarding any aspect of either of the Services, please call us on 0845 390 2000 or write to us at Unigold 2000 Ltd, 34 Stringers Ave, Jacobs Well, Guildford, Surrey, GU4 7NW. Please include both your name, address, phone and customer number (if you have one) in any correspondence.

13.2 We aim to fully resolve all email queries within 5 working days of receipt and all written queries within 7 working days of receipt.

14 General

14.1 If any particular clause of these Terms of Service shall be, or be held to be, invalid or shall not apply to your contract with us, the other clauses of these Terms of Service shall continue in full force and effect.

14.2 Any notice which has to be given under these Terms of Service shall be in writing and shall be deemed to have been given by us if, left at or sent by post to you at the address stated in your application or any other UK address you supply to us for this purpose, or by you to us at the address given. Any notice or document shall be deemed to have been delivered immediately (if delivered by hand) or 48 hours after posting (if sent by first class post). References in these Terms of Service to notices given to you by us "in writing" also include by SMS (which must be sent to your Mobile Phone number) and by email, which must be sent to your email address stated in your application or any other email address that you supply to us for the purpose. Notices given by us by SMS or e-mail shall be deemed to have been delivered the day after the day the notice is sent. For the avoidance of doubt you shall not be entitled to serve any notice on us pursuant to these Conditions by sending an SMS.

14.3 Monitoring or recording of your calls may take place for our business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

14.4 Failure by either you or us to exercise or enforce any right conferred by statute or the Contract shall not be deemed as a waiver of any such rights nor prevent the exercise or enforcement of such rights at a later date.

14.5 Except in the case of any permitted assignment of the Contract, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any clause of the Contract.

14.6 These Terms of Service, and all other legal relationships between us shall be governed by English Law and are subject to the exclusive courts of England and Wales.

14.7 The provisions of this Clause 14 shall apply mutatis mutandis to any Additional Terms attached hereto and incorporated by reference to these Terms of Service.

2 Unigold Services

2.3 Further details on Unigold Home Set-up Services and Remote Set-up Services are on the Unigold website at www.unigold2000.co.uk/remotesupport.html

Additional Terms: Wireless Setup

These Additional Terms: Wireless Setup

These terms are in addition to the Unigold Terms of Service available at www.unigold2000.co.uk, and those terms and conditions are applicable to the additional services set out in these Additional Terms: Wireless Setup

IMPORTANT!

Your Right To Cancel

If you request our Wireless Set-Up Service (as defined below), your contract with us for the supply of the Wireless Set-Up Service is made on the day you place your order with us. If you contact us directly to request the Service, your contract with us for the supply of the Service commences when you provide us with your payment details. Please note that under the Consumer Protection (Distance Selling) Regulations 2000, you have the statutory right to cancel your contract with us for the Service for a maximum period of seven working days beginning on the day after the day on which the contract is concluded, but if we start to provide the Wireless Set-Up Service to you before the end of that period, such statutory right to cancel will end when the Wireless Set-Up Service commences.

Your statutory rights are unaffected. If you require any advice or assistance we would suggest that you contact your local branch of the Citizen's Advice Bureau who should be able to help.

The Wireless Set-Up Service: For a one-off, non-refundable fee and during the Support Period only (as defined below), Unigold will provide you with technical support over the telephone to help you set up one wireless router in your home, with connection to one personal computer (the "Wireless Set-Up Service"). The Wireless Set-Up Service is available to you once only at any time during a period of up to ninety consecutive days (the "Support Period"), which shall start either:

Minimum Requirements for our Wireless Set-Up Service:

To receive our Wireless Set-Up Service, you must have a fully working personal computer meeting the following minimum requirements:

- (i) Windows 2000 (or a more recent version) or XP operating system;
- (ii) Processor speed of 233MHz or above;
- (iii) 256MB RAM;
- (iv) 200MB available hard drive space;
- (v) an available USB, Ethernet or wireless port; and
- (vi) a compatible wireless router as supplied to you by your ISP. The following additional system requirements also apply for wireless networking:
 - (i) All computers to be networked must have a minimum of 10MB of hard disk space and 256 MB of RAM;
 - (ii) Password(s) for operating systems and / or access to your Broadband account must be available at the time of service;
 - (iii) Your Operating System disc and Key Code must be available at the time of service. All computers and peripherals to be networked must be installed and operational prior to the time of service.

Your Responsibilities: You must have valid software licences for your operating system and all applications on your computer and supply details of the relevant licence keys if we ask you for them. You agree that prior to contacting us to perform the Wireless Set-Up Service it is your entire responsibility to protect your personal computer and to back-up all data, software, information and other files that are stored on any and all computer disks and drives you may have. You agree to follow our reasonable instructions, including any security instructions. This may include installing any equipment of software that we advise and following any other reasonable instructions. Failure to comply with your requirements may mean the Unigold Agent will not or may not be able to provide our Wireless Set-Up Service to you.

Our responsibility to you: We will not advise on any issues or repair or solve any problems that are outside the scope of the Wireless Set-Up Service. We will not be responsible to you:

(i) For any inherent failures in or caused by applications, operating systems or third party products not supplied by us;

(ii) For the repair or replacement of any equipment that is faulty, unless such equipment was originally supplied by us and it is still under the terms of any warranty or guarantee supplied by us;

(iii) For any failure by you to follow our reasonable advice, recommendations or instructions;

(iv) If either we, including without limitation any of our technicians, agents, contractors or third party service providers are impaired or stopped from providing the Wireless Set-Up Service by you for any reason whatsoever or are otherwise unable to provide the Wireless Set-Up Service to you as a result of any event that is outside our reasonable control;

(v) For any damage to your hardware or equipment, unless specifically caused by our negligence. Exclusions: Our liability to you for direct loss is limited to a maximum of £1,000 per claim or series of related claims and we shall have no liability for any indirect or consequential loss. Please see the full terms of service at www.unigold2000.co.uk for full details of other exclusions that apply; Unigold Promise: We will use reasonable skill and care when attempting to provide the Wireless Set-Up Service to you. We will not charge you if we are unable to install your wireless router and set up your wireless connection, provided you have fully complied with these terms of service. If you have not complied with these terms of service, the charge will still apply.

After we have installed your wireless router and set up your wireless broadband connection, if you experience any difficulties with your wireless connection at any time up to 30 days after the expiry of the Support Period and the problems you experience occur as a direct result of something we have done or should have done at the time we provided the Wireless Set-Up Service to you then, provided you have fully complied with these terms of service, we will:

(i) try to fix the problem at no extra charge; and

(ii) if after using all reasonable endeavours to provide the Wireless Set-Up Service to you we have still been unable to provide the Wireless Set-Up Service, we will return your money at the full purchase price.

The Unigold Promise is only valid if you have up-to-date anti-virus and anti-spyware protection installed and provided you do not have any defective hardware or other products, unless supplied by us. We will also not be responsible for any problems that you experience with your wireless connection as a result of network failures, alterations or modifications you have made or any other reasons outside of our control.

Charges and Payment: You will be charged a one-off fixed fee for the Wireless Set-Up Service. For details of the applicable fee, please visit www.club.doctorpc-shoponline.com or www.talktalk.co.uk. Please note that the fee is non-refundable - if during the Support Period you do not use the Wireless Set-Up Service you will not receive a refund.

Additional Terms: Unigold Club Remote Subscription Service and Additional Subscription Services

These Additional Terms: Unigold Club Remote Subscription Service is effective as at 26 July 1996.

These terms are in addition to the Unigold 2000 Ltd Terms of Service available at www.unigold2000.co.uk and those terms and conditions are applicable to the additional services set out in these Additional Terms: Unigold Club Remote Subscription Service.

IMPORTANT!

Your Right To Cancel

If you ordered our Unigold Club Remote Subscription Service in store, your contract is made with Unigold 2000 Ltd on the day you place your order.

If you ordered our Unigold Club Remote Subscription Service online, your contract is made with Unigold

2000 Ltd at the time that you receive the order confirmation.

If you call us and request the Unigold Club Remote Subscription Service, it is agreed that we will provide that Service to you over the telephone immediately. Your contract with Unigold 2000 Ltd for that Service is made when we take your payment details. You may cancel the contract for the Unigold Club Subscription Service at any time before we commence supplying our Service to you. We will tell you this when you ring.

(Please note that under the Consumer Protection (Distance Selling) Regulations 2000 if you ordered Services over the Internet or by phone, you have the statutory right to cancel your contract with us for a maximum period of seven working days beginning on the day on which the contract is concluded, but such statutory cancellation rights will end earlier as stated above if you start making use of the Unigold Club Subscription Service.)

These terms of Service do not affect your statutory rights. If you require any advice or assistance we would suggest you contact your local branch of the Citizens' Advice Bureau who should be able to help.

1 Unigold Club Remote Subscription Services

1.1 The following Unigold Club Remote Subscription Service (as further detailed on www.unigold2000.co.uk) are to be provided to you by Unigold ("Unigold Club Remote Subscription Service"). We will agree the scope of the Unigold Club Remote Subscription Services to be provided to you and the applicable fee at the time you place your order with us which shall include:

- a) a telephone based help facility giving you dedicated expertise to answer queries or problems you may have with your hardware, operating systems and applications;
- b) a remote diagnostics facility to solve problems with any PCs that you have registered with us;
- c) any other facilities as described at www.unigold2000.co.uk.

1.2 The Unigold Club Remote Subscription Service allows a Unigold Agent to remotely access your computer to determine the problem and either repair it or provide advice on what options are available to fix the issue.

1.3 We also offer the following Additional Subscription Services which you may subscribe for on a monthly basis and which each have an additional monthly charge (which will be advised to you when you make the order):

You will need to give us 1 month notice to cancel any Additional Subscription Services you have subscribed for. Additional terms and conditions apply to these Additional Services and the terms and conditions applicable to each Additional Subscription Service are attached.

1.4 The Unigold Club Remote Subscription Services and Additional Subscription Services are only available to customers who require technical support for home-related use. We will not supply any of our e subscription services for business-related purposes.

1.5 Your subscription will cover a single PC - you may have a maximum of 3 PCs registered to your account. If you have 3 PCs registered on your account, you will benefit from a discount of 25% across both PC subscriptions. To register your PCs for the Unigold Club Remote Subscription Service you will need to provide us with details of the PCs you wish to have covered by the Unigold Club Remote Subscription Service.

1.6 You will have to commit to a 3 month minimum contract to obtain the Unigold Club Remote Subscription Services from us. After the end of those 3 months, the Unigold Club Remote Subscription Services will continue indefinitely unless you give us one calendar months' notice to cancel the Unigold Club Remote Subscription Services. Notice of cancellation needs to be given by phone or in writing by post to our address at Unigold 2000 Ltd, 34 Stringers Ave, Jacobs Well, Guildford, Surrey, GU4 7NW.

1.7 We may cancel the Unigold Club Remote Subscription Service at any time after the minimum 3 month contract period by giving you one month's written notice of cancellation.

1.8 We will not be able to provide you with support on any of the following:

- (i) File servers;
- (ii) File server operating systems;
- (iii) Domain & active directory based networks;

(iv) Virtual private network (VPN) & wide area networks;

(v) Multi-subnet networks;

(vi) Complex firewall configurations.

1.9 Please be aware that the Unigold Club Remote Subscription Service is a remote only service and does not include us visiting your home.

1.10 The Unigold Club Remote Subscription Service is available 9am to 5.30pm Monday to Friday.

1.11 The Unigold Club Remote Subscription Service has no usage limit but we do operate a Fair Usage policy. We may raise additional charges if we believe that you are using the Unigold Club Remote Subscription Service excessively without good reason, because we have reason to believe that services are being used for business purposes or because we believe that you are failing to taking appropriate steps to maintain and safeguard your IT system through, amongst other things, regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures.

2. How to Get the Unigold Club Remote Subscription Services

2.1 You can access the Unigold Club Remote Subscription Services at any time of day on 0845 390 2000.

2.2 Calls to our 0845 390 2000 number are charged at local rate from a BT landline. Call costs from mobiles and other service providers may vary, please check with them for details. We may monitor and record calls to this number for quality and training purposes.

3. Our responsibility to you

In addition to Clause 5 of the Unigold Terms of Service, we will not be responsible to you for business-related IT issues including but not limited to support for file servers, file server operating systems, domain and active directory based networks, VPNs and WANs, Multi Subnet networks and complex firewall configurations. We will also not be responsible for matters identified as a problem with the provision of Internet services over a fixed, cellular or wireless data network by your Internet Service Provider ("ISP"). We reserve the right to refer you back to your ISP in this regard. We will also endeavour to assist you with mail services where possible but may need to refer you to your ISP if the issue is external to your PC.

4. Charges and Payment

4.1 Payment for the Unigold Club Remote Subscription Service is only by way of a Direct Debit order against your account.

4.2 Details of our current prices and payment terms for each of our Services are at www.club.doctorpc-shoponline.com or you can call us on 0845 390 2000.

4.3 We do not send paper bills for the Unigold Club Remote Subscription Services – all statements will be made available online at www.unigold2000.co.uk

4.4 In the event that there is a late payment of our fees we reserve the right to charge a late payment fee. If there is non-payment for 28 days or more, we reserve the right to discontinue providing the Unigold Club Remote Subscription Services to you.

Additional Terms: Online Back-Up Services

These Additional Terms: Online Back-Up Services are effective as at 26 July 1996.

These terms are in addition to the Unigold Terms of Service and those terms and conditions are applicable to the additional services set out in these Additional

Terms: Online Back-Up Services.

1. The service we agree to give you ("Online Back-Up Service") is:

- a) an on-line back-up and remote access facility for data held on your personal computer.
- b) A technical support helpdesk for reporting faults, responding to queries about the service and for

resolving problems; and
c) any other facilities as described at www.club.doctorpc-shoponline.com

3. You may store up to a maximum of 20GBs of data. Data will be retained from the beginning of the previous calendar month.

4. When you use the Online Back-Up Services you need to ensure that the software we have given you is running and that your computer is connected to the Internet and that you retain all relevant passwords and encryption keys.

5. When sharing data you agree that you are responsible for that data and you accept that your contacts may forward this data to others.

6. You are responsible for ensuring that you log off from the remote access service when you have finished using it to prevent others seeing your data.

7. You are responsible for taking appropriate steps to maintain and safeguard your computer by amongst other things, regularly backing up your data, selecting all relevant files for backup, ensuring that backups have completed with no skipped files, running up to date virus software and adopting other appropriate security or maintenance procedures.

8. If you have a problem with the Online Back-Up Services we may ask you to give us access to your service account to enable us to diagnose the problem. We will ask you to grant us access on a session by session basis.

9. You may end the Online Back-Up Services by giving us 30 days' notice. If you cancel the Online Back-Up Services it is your responsibility to make sure you have made your own backup of your online data we will not keep your data after the Online Back-Up Services has ceased.

10. Unfortunately, while we will do our best to assist to assist you, we cannot guarantee that we will be able to solve all problems reported by you or that we will be able to advice on all Online Back-Up Services related issues such as corrupted files.

11. We are not responsible for:

a) any failures in the supported applications and operating systems that cannot be resolved using the Online Back-Up Services or that are incompatible for whatever reason with the Online Back-Up Services;

b) repair or replacement of any equipment that we diagnose as faulty during the Online Back-Up Services; or

c) any consequences of your failure to correctly follow our advice and recommendations.

12. The prices quoted for the Online Back-Up Services are inclusive of VAT except where stated.

13. Subject to Clause 9 above, the Online Back-Up Services has no minimum period, and will endure for as long as you take the services from us. We reserve the right to cancel the Online Back-Up Services at any time on 30 days" notice to you.