

## **Terms and Conditions for the use of Orange.net email**

### **1 Terms and Conditions**

**1.1** The Orange.net email service (the "Service"), is provided to you ("you" or "your") by Everything Everywhere Limited ("Orange") on (and in consideration for you agreeing to comply with) the following Terms and Conditions, the Orange mobile terms and conditions available at [www.orange.co.uk/mobileterms](http://www.orange.co.uk/mobileterms), and any operating rules or policies that may be published by Orange on the Service from time to time (known together as the "Terms and Conditions").

### **2 The Service**

**2.1** The Service is intended to enable you to send and receive email using the Orange .net email service. Subject to Clause 6, the Service is provided to you without charge, however, you are responsible for providing your own access to the Internet, providing all equipment necessary for you to connect to the Internet and paying any associated costs and charges. Such charges include data charges when using your mobile handset to access the Service.

**2.2** Orange hereby reserve the right to impose limits on the storage space provided as part of the Service. Orange reserves the right to vary these limits from time to time and will keep you informed by email.

**2.3** Orange may take any reasonable measure to block access to or delivery of any email which appears to be of an unsolicited nature and/or part of a bulk email transmission. We may also use within our systems virus screening technology, although we do not warrant that such technology will be effective against all virus attacks.

### **3 Registration**

**3.1** To use the Service you may be required to provide certain registration details . You undertake to provide true, accurate, current and complete information about yourself as prompted by any registration form, and to notify Orange of any changes.

### **4 Use of Data**

**4.1** As user of the Service you agree that Orange or its agents may contact you by email in order to keep you informed of any service related issues affecting your use of the Service.

### **5 User Conduct**

**5.1** You agree that all messages sent and received by you will: (a) comply with all relevant laws and regulations and be solely responsible

for the contents of all messages sent and received by you through the Service.

**5.2** You shall not (a) encourage, allow, or engage in any illegal or inappropriate activity, including, the transmission of obscene or offensive communications, the spreading of computer viruses, the infringement of copyrighted or proprietary material, or the publication of defamatory material; (b) violate system or network security by attempting to obtain unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network; (c) interfere with service to any user, host or network including, without limitation, mail bombing, flooding, Denial of Service (DOS) attacks, deliberate attempts to overload a system, other actions with malicious intent; or (d) send unsolicited emails ("Spamming" and/or "Spam"), post Spam on newsgroups in violation of the regulations for such newsgroup, or in any other way violate the acceptable customs and practices of use of the Internet.

**5.3** You agree that Orange may terminate this agreement if it believes you have in any way contravened any of the above provisions.

## **6 Modifications**

**6.1** Orange may from time to time change some or all of these Terms and Conditions, or to start charging for all or part of the Service (or for any new aspect of the Service) or to modify or discontinue (temporarily or permanently) the Service. You will be notified of any such changes via email as soon as is practicable prior to any changes or modifications. You do not have to accept such changes, but if you do not then you and/or Orange shall be entitled to terminate this agreement and you will cease receiving the Service.

**6.2** You agree that Orange shall not be liable to you or any third-party for any such change, modification or discontinuance of the Service.

## **7 Privacy**

**7.1** Orange will not monitor, vet, edit or knowingly disclose the contents of any emails transmitted or received by you using the Service, except that you agree Orange may do so: (a) if required to by law; (b) if necessary to enforce any of these Terms and Conditions; (c) to respond to claims that such contents violate or infringe the rights of third-parties; or (d) to protect the rights or property of Orange.

**7.2** You acknowledge that Orange will have to process all emails in the normal course of providing the Service and may identify at the foot of each email that it has been sent using the Service, but will not alter the content of any email messages.

For further details on how Orange collects and uses your data please see our Privacy and Cookie Policy.

## **8 Security**

**8.1** You are responsible for keeping your password secure and not disclosing it to third parties.

## **9 Indemnity**

**9.1** You agree to indemnify and keep indemnified Orange (and its parent, subsidiaries, affiliates, officers and employees) from and against any costs, damages, liabilities and losses (including legal fees) suffered or incurred by Orange as a result of any claim made by any third party due to or arising out of your use of the Service, your connection to the Service or any breach by you of any of your obligations under these Terms and Conditions.

## **10 Termination**

**10.1** You agree that Orange may immediately terminate this Agreement and your use of the Service at any time and for any reason, including but not limited to; a) if Orange believes that you have or are likely to breach any of these Terms and Conditions; b) if Orange is unable to continue to supply the Service due to contractual, economical or operational reasons. In the event of termination in respect of 10.1.b), Orange will give you as much notice of termination as is reasonably practicable.

**10.2** You further agree that Orange may immediately terminate your use of the Service if you fail to use the Service at least once during any 90-day period. **10.3** You may terminate this Agreement and your use of the Service at any time by refraining from using the Service for a 90-day period.

**10.3** You acknowledge and agree that any termination of the Service under any provision of this Agreement may be effected without prior notice, and agree that Orange may immediately thereafter delete any email files stored by it for you.

**10.4** If during the term of this agreement you are charged for the Service, any termination of the Service by you shall be effective at the end of the natural billing cycle up to which you have paid for the Service. In the event that Orange terminates this agreement, you shall be refunded any sums paid in advance of the date of termination, prorated to the date of termination.

## **11 Orange's Proprietary Rights**

**11.1** You acknowledge and agree that the intellectual property rights in the Service shall remain vested in Orange or its licensors. You are permitted to use the Service and the material and information provided through it only as expressly authorised under these Terms and Conditions, and you may not use such material content or information or any part of the Service without express written authorisation from Orange.

## **12 Exclusions/Limitations**

**12.1** The Service is provided on an "as is" and "as available" basis.

**12.2** Orange hereby excludes all conditions, warranties, representations or other terms concerning the availability or performance of the Service, whether express or implied, arising by statute or otherwise, including (but not limited to) any implied conditions, warranties, representations or other terms of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement.

**12.3** In particular, Orange makes no warranty that the Service will meet your requirements, that it will be interruption or bug free, timely or secure; as to the results that may be obtained from the use of the Service; as to the accuracy or reliability of any information obtained through the Service; or regarding any goods or services purchased or obtained through or from the Service or any transactions entered into through Service.

**12.4** Orange accepts no responsibility for any costs or damages arising from any interruption, suspension or termination of the Service.

## **13 General**

**13.1** These Terms and Conditions comprise the entire agreement between you and Orange and supersede any prior agreements, arrangements or representations made by either party relating to the Service.

**13.2** These Terms and Conditions shall be governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts of England and Wales.