

## Parental Controls Terms of Use (“Terms of Use”)

In accordance with the Universal Conditions for Residential Services, you must comply with these Terms of Use where part of the broadband services you obtain from us includes us making available the Software and Third Party Software to you.

1. We grant you a limited, personal, revocable, non-exclusive, non-transferable licence to use the Software and Third Party Software for your personal use, in accordance with our instructions, and in connection with your legitimate use of the broadband services we provide to you and not for any other purpose
2. We and our Licensor expressly reserve any and all other rights in and to the Software and Third Party Software other than those limited rights expressly granted to you in clause 1 above. Nothing in these Terms of Use shall operate to transfer or assign to you any intellectual property rights in the Software or Third Party Software.
3. Save as provided in clause 1 above, you must not in any way, directly or indirectly, use, display, access, transfer, re-distribute, reference, re-sell, or sub-licence the Software or Third Party Software and/or use the Software or Third Party Software for any illegal purpose or to bring us or our Licensor or our or our Licensor’s markets or business into disrepute.
4. You must not:
  - (a) assign, transfer or sub-license the Software, Third Party Software or Specification or any part of it to a third party;
  - (b) use the Software or Third Party Software to provide services to any third party in business capacity and receiving remuneration for those services;
  - (c) modify, adapt, decompile, disassemble, or reverse engineer the Software or Third Party Software in any way, except to the extent expressly permitted by applicable law.
5. In addition to these Terms of Use, you must use the Third Party Software in accordance with any further licence terms that we notify you of from time to time. Such further licence terms shall prevail over anything to the contrary in these Terms of Use in respect of your use of the relevant Third Party Software.
6. You agree that we may, and/or (in accordance with the Contracts (Rights of Third Parties) Act 1999) our Licensor may directly, suspend or terminate your use of the Software and the Third Party Software if you breach any of the provisions of these Terms of Use.
7. Save as required by law, we do not make any guarantees, representations, promises or warranties, and do not offer any particular service levels, in relation to your use of the Software and Third Party Software and you acknowledge and agree that we cannot provide the Software and Third Party Software error free or un-interrupted. The Software and Third Party Software is made available on an “as is” and “as available” basis and as an additional complimentary service to your broadband service and you agree that we may withdraw the Software and Third Party Software from use at any time and for any reason without liability to you.

- 8 We may amend these Terms of Use at any time, without notice and without your consent. We will publish any updated version on our website and you agree to be bound by such updated version. If you do not agree with the amendments, you may opt out of using the Software and Third Party Software at any time.
- 9 For the purposes of these Terms of Use, the following terms have the following meanings:

**“Licensor”** means Cleanband Limited (company number 07479791).

**“Owner”** means the third party who has granted a licence to our Licensor to use the Software and the right to grant sub-licences to use the Software to us.

**“Software”** means the Cleanband DNS-based internet filtering product, excluding any Third Party Software, in the version and form made available to you by us from time to time.

**“Specification”** means any specification in relation to the Software and Third Party Software that we make available to you (as updated from time to time).

**“Third Party Software”** means any third party software, that is not the confidential information and intellectual property of the Owner or our Licensor, incorporated into the Software from time to time.

**“we”, “us”, “our”** means Kcom Group PLC, trading as KCOM (company number 2150618).

**“you”, “your”** means our customer that has purchased broadband services from us.