

Earth Broadband

Terms and Conditions

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Introduction

These Terms and Conditions establish the contractual agreement between Earth Broadband Limited, a company registered in England and Wales with company number 14048463, whose registered office is located at 4 Pedlars Walk, Ringwood, England BH24 1EZ (referred to as “Earth Broadband,” “Us,” “We,” or “Our”), and the Customer, as detailed in the order (referred to as “You” or “Your”).

These Terms and Conditions on which We supply the Service(s) to you, so it is important that you understand them. Furthermore, by using Our Service, you agree to adhere to our [Privacy Policy](#) and [Price Guide](#). These documents are available for you to view on Earth Broadband’s website at www.earthbroadband.com

Upon placing your order for the services with us, we will proceed to either confirm or reject the order. Should we confirm the order, we will provide you with an acceptance of the order. This acceptance will include an “Order Summary” detailing the essential provisions related to the services you have requested.

The Order Summary along with these Terms and Conditions constitute the Agreement between us, which governs the provision of services by us and your use of those services.

The agreement contains several key provisions, including but not limited to the following:

- **Description of Services:** We will inform you of the services we offer in the Order Summary.



- **Your Right to Change Your Mind:** If you decide to change your mind about receiving the service within fourteen (14) days from the date we send you the Order Summary, you have the right to cancel the agreement in accordance with clause 5.
- **Your Minimum Commitment:** Unless you exercise your right to change your mind, you agree to receive the service from us for the minimum fixed term period specified in the Order Summary. If you choose to cancel the agreement early or if we cancel it early due to your fault before the expiry of the fixed term, you will be responsible for paying the early termination charges. Please refer to clause 10 for further details.
- **Changes to the Service and the Agreement:** We may modify the service and the agreement from time to time. If we believe these changes will be to your material detriment, we will notify you in advance. If this occurs during the fixed term, you have the right to cancel the agreement in accordance with clause 10.5(b).
- **Earth Hero Scheme:** You will be automatically enrolled in the Earth Hero Scheme mentioned below. If you do not wish to participate in this scheme, you may cancel your subscription in accordance with clause 15.3.

1. Defined Terms

In these Terms and Conditions, the following words shall have the meanings ascribed to them:

“Acceptable Use Policy” refers to our guidelines for acceptable use, as detailed on our Website.

“Broadband Services” refers to the fibre broadband services that we provide to you.

“Call Services” refers to the telephony services that we offer you.

“Cease Charges” is the fee charged to us by our supplier to terminate the Services, which we then pass on to you in your final invoice, as detailed in the [Price Guide](#).

“Charges” encompass the various fees for any Equipment and the Services, along with any additional charges for extra services that may be required.



“Cookie Policy” refers to our cookie policy, which is outlined on our Website.

“Customer” is the individual specified in the order who requests the Services.

“Early Termination Charges” include the Cease Charge and the higher amount of (a) the Charges payable up to the end of the Fixed Term if the Agreement is terminated early; or (b) fifty pounds (£50.00).

“Earth Hero Scheme” is a monthly subscription fee that funds the planting of Trees, as more specifically described in clause 15.

“Equipment” refers to any equipment we own or that is part of our network, including items that may belong to our third-party suppliers. This encompasses any broadband router, boosters, and cabling provided for your use of the Services.

“Fixed Term” is the minimum duration for the Services as indicated in the Order Summary, starting from the Go-Live date.

“Go-Live” is the date we confirm the Service is available for your use, or the date you start using the Services, whichever comes first.

“Order Confirmation” is our acceptance notification that confirms we will deliver the Service to you. It includes, but is not limited to, the Service description, installation address, any Equipment, the Charges, and the Fixed Term.

“Price Guide” is the document located on our Website that details the Charges.

“Privacy Policy” refers to our privacy policy, which is set out on our Website.

“Service(s)” refers to the Broadband Services and/or the Call Services, or any other services we have agreed to provide you, as detailed in the Order Summary.

“Terms and Conditions(s)” are these terms and conditions.

“Trees” are the mangrove trees we will plant monthly for each actively paying Earth Broadband customer and five (5) trees per month for each customer enrolled in the Earth Hero Scheme.

“We” and **“Us”** refer to Earth Broadband Limited.

“Website” is www.earthbroadband.com.

“Working Day” is any day apart from Saturday, Sunday, or any public holiday in England when banks in England are open.

“You” and **“Your”** refer to the Customer.

2. Our Services



- **2.1** Earth Broadband is an internet service provider offering Broadband Services and Call Services to residential customers within the United Kingdom.
- **2.2** The Agreement shall commence upon the delivery of the Order Summary to You by Us.
- **2.3** The Agreement is composed of the following documents:
 - Order Summary
 - Terms and Conditions
 - Acceptable Use Policy
 - Privacy Policy
 - Cookie Policy
 - Price Guide

3. Your Order

3.1 You may place an order for the Services either through an Earth Broadband representative, via a third party, or by expressing your interest on the Website.

3.2 By placing an order for the Service, you agree to the following conditions:

- You confirm that you are at least 18 years of age.
- You consent to provide your name and address and agree to our sharing of these details with third parties for the purposes of identity verification and credit checking.
- You either hold the account for your household's current telecommunication services or have the authority from the account holder to register for the Service.
- You will use the Service solely for domestic purposes.

- You agree to look after any equipment that we provide for use with the Service.
- You undertake to provide accurate information when ordering the Service and to update this information as necessary to ensure it remains current, including notifying us if you change address. Any inaccuracies in the information provided are your sole responsibility.
- You agree to make payments for the Service by monthly direct debit.

4. Acceptance of Your Order

4.1 Your order will be accepted by us on the date we email the Order Summary to you. At this point, the agreement between you and us begins.

4.2 The Order Summary will outline the service you have requested, and which we agree to provide in accordance with the agreement.

4.3 You must pay the charges by direct debit. If your direct debit is cancelled or fails for any reason, we may reinstate it where possible, and you hereby authorise us to do so. We may ask you to make a non-refundable payment of one pound (£1.00) using a debit or credit card. Payment of this amount confirms your consent for us to retain your card details as an alternative payment method. You authorise us to use your card details to settle any outstanding charges.

4.4 We are not responsible for any delays in the installation of the service. If installation is delayed, we will inform you as soon as possible and work with our network partners to provide the next available installation date.

4.5 If we transfer the service from or to another provider, you may experience a temporary loss of service.

4.6 If you request to port your telephone number from or to another provider, we will endeavour to do this where possible. If it cannot be done, we will provide you with a new telephone number.

4.7 Your Order Summary will specify the fixed term relating to your service.

5. 14-Day Cooling-off Period

5.1 You have the legal right to cancel your order by contacting Earth Broadband within fourteen (14) days from the date you express your wish to receive the Services (referred to as the **Cooling-off Period**”).

5.2 To cancel, please contact us on live chat by visiting <https://support.earthbroadband.com/>

5.3 If you agree with us to install the Services before the Cooling-off Period expires, the following conditions apply:

- If we have started providing the Service during the Cooling-off Period and you decide to cancel within this period, you will need to pay for the portion of the Service received up to the point of cancellation.
- You will also be liable for any charges as mentioned in clause 5.4, if applicable, and for any engineer appointments or work carried out by our network partners.
- If we have not started providing the Service during the Cooling-off Period and you wish to cancel, you will need to pay any applicable charges as outlined in clause 5.4 and for any engineer appointments or work completed by our network partners up until the point of cancellation.

5.4 In line with clause 10.12, any equipment must be returned to us within seven (7) working days following the termination or cancellation of the Service under this Agreement. Failure to do so will result in a charge for the equipment and related delivery costs (covering both delivery to you and return to us) using the payment method registered with us. The equipment must be returned in good working order and in the original packaging with all cables and wiring included.

5.5 All applicable charges are detailed in the [Price Guide](#).

6. Changes to the order

6.1 Should you wish to amend the Service you have ordered, please contact us. We will inform you whether the amendment is feasible. If feasible, we will provide details regarding any adjustments to the Charges for the Service, the timing of supply, or any other necessary changes resulting from your requested amendment. We will then ask you to confirm whether you would like to proceed with the amendment.

7. Use of Services

7.1 We shall supply the necessary Equipment for your use with the Service. Should you wish to upgrade the Equipment, you must inform us in writing. You will be responsible for the cost of such upgraded Equipment, with charges outlined in the [Price Guide](#).

7.2 Once delivered, you assume responsibility for the Equipment. However, ownership of the Equipment remains with us.



7.3 You acknowledge that the information you provide in your order is crucial for our provision of the Service. If there are any changes or inaccuracies in the information you have provided, you agree to notify us immediately.

7.4 You must not use the Service, nor allow it to be used, for the following purposes:

- Sending, receiving, or uploading any material or making calls that are offensive, abusive, indecent, defamatory, obscene, menacing, or intended to cause annoyance, inconvenience, anxiety, or deceit.
- Downloading, possessing, or transmitting illegal material.
- Engaging in criminal, illegal, unlawful, or fraudulent activities.
- Violating or infringing upon the rights or property of others, including copyright, intellectual property rights, privacy, or confidentiality.
- Intentionally disrupting or attempting to disrupt the operation of any computer or hindering access to any program or data without authorisation.
- Using a device to route or reroute Services within or outside of our network.
- Using the Service in a manner that adversely impacts our network, customers, or brand
- Using the Service in any way deemed detrimental to us, our Services, or our network users.
- Breaching the Acceptable Use Policy, including fair use terms, and the Privacy Policy.
- Engaging in actions that may damage our reputation or that of any group company, or bring disrepute to our Services or network.

7.5 The intellectual property rights in any content, software, or other materials (“Earth Broadband Materials”) provided to you belong to us or our suppliers. We grant you a licence to use these materials for the enjoyment of your Service. You agree not to copy, modify, publish, or supply the Earth Broadband Materials to any other person.

7.6 You are liable for charges if your use of the Service exceeds limits set in the fair use policy, which forms part of the Acceptable Use Policy.

7.7 If you return the Equipment but it cannot be identified due to incorrect packaging, you will be liable for the cost of the Equipment and delivery charges as per clause 5.4. We advise that you clearly include your name and account number inside and outside the packaging.

8. Provision of the Services

8.1 Before you can begin using the Services, either we or one of our representatives will get in touch with you to arrange the installation by one or more of our engineers.

8.2 When the engineer visits your property:

- They may find that it is not feasible to install the Services due to technical, health and safety, or other practical reasons. In such a case, we will terminate the Agreement. Besides any charges relevant to clause 5.4, you will not incur any costs, and we will refund any amounts you have already paid.
- They might discover that a standard installation cannot proceed due to factors such as the length of your driveway, necessitating additional work before installation. We will inform you as soon as possible of any additional costs. If you do not wish to pay for these additional works, you may terminate the Agreement within ten (10) days of being notified, and we will refund any amounts already paid, excluding charges related to clause 5.4. If you agree to pay the additional costs, we will proceed with the necessary works and reschedule the installation.
- If neither of the above sub-clauses apply, the engineer will proceed with the installation of the Services.

8.3 To use the Service, ensure your equipment (e.g. computer, tablet, mobile phone) can connect to our Equipment via ethernet or Wi-Fi.



8.4 We strive to provide a continuous, high-quality Service but cannot guarantee uninterrupted service due to the nature of the Service and Equipment, including maintenance needs. In case of faults, we will restore the Service promptly. Intended speeds are detailed on our website.

8.5 We cannot guarantee maximum transmission speeds at all times or that any speed upgrade will be completed within specified timelines. We will endeavour to inform you of any issues and resolve them swiftly. Some Services rely on third-party networks, and we are not liable for faults beyond our control.

8.6 The exact speed of the Service depends on your equipment, its location, and the distance to the street cabinet.

8.7 Some installations, including external and internal Equipment, may require third-party consent. You are responsible for obtaining these consents. Failure to do so may result in termination of our Agreement and recovery of reasonable costs.

8.8 While we cannot guarantee internet security, we strongly recommend using additional security products like firewalls and anti-virus software.

8.9 We do not guarantee the Service against unlawful or unauthorised access. You acknowledge that using the Service is at your own risk.

8.10 If we provide you with usernames and passwords, you must keep them confidential. If you alter the administration settings of the Equipment causing a fault, we will attempt to resolve it but are not liable for losses, including inability to use the Services. Such action will be a material breach of this Agreement.

8.11 Either you or we may need to modify your computer settings for the Service to operate. Ensure these modifications do not void any computer warranties. We are not liable for any modifications made by you, us, or our representatives.



8.12 If you opt to use your equipment instead of ours, we are not liable for any Service faults and will not be responsible for testing your equipment.

8.13 You should always back up your data to prevent loss or corruption. We are not responsible for any data loss or corruption if it has not been backed up.

8.14 We will provide the Services in accordance with our Privacy Policy and Cookie Policy.

9. Charges

9.1 You agree to pay the Charges, including VAT, for the Service we provide, as well as any additional Charges applicable under this Agreement. Payment should be made via direct debit using the bank account details you provided when ordering our Service.

9.2 You may be liable for the Charges mentioned in clause 5.4.

9.3 If your bank details change, you must inform us immediately. Failing to update your payment details after changing your bank account will constitute a breach of the Agreement, and we may suspend or cancel the Service. You will be responsible for a late payment Charge, which covers our administrative costs for pursuing payment and any third-party charges incurred. We may delay sending you the Equipment if your first invoice is not paid on time, and we will not be liable for your inability to use the Service in such cases.

9.4 Upon or after placing your order, we will confirm whether any engineer or connection Charges apply. If an engineer visits your property to connect the Service and additional Equipment is needed, you may be charged for this Equipment.

9.5 You will be billed, and payment will be taken by direct debit five (5) Working Days after you have requested the Services, or on the next Working Day if it is not a Working Day. Charges are payable monthly in advance. If you wish to change your payment date, please contact us on live chat by visiting <https://support.earthbroadband.com/>. If the initial invoice is not paid, we will delay sending your Equipment, but you will still be responsible for any due Charges. Payment must be made by direct debit.

9.6 You will be notified of due Charges via your registered email and your online account. For the first month, Charges will be: (a) calculated pro-rata from Go-Live to the month's end; (b) include the second month's Charges; and (c) may include a one-off Charge for Equipment delivery and connection. These Charges will be collected by direct debit five (5) Working Days after you have requested the Services.

9.7 It is your responsibility to inform us if you dispute any Charges; otherwise, we will assume you agree to them. If you fail to pay on time, we may require a non-refundable payment of one pound (£1.00) by debit or credit card. If your direct debit payment fails, you permit us to use these card details as an alternative payment method.

9.8 If you do not pay by the due date, we may charge interest on the overdue amount at 4% per annum above the Bank of England's base rate, accruing daily from the due date until payment. You shall pay this interest with the overdue amount.

9.9 We reserve the right to terminate the Agreement immediately and charge an Early Termination Charge if you default on payments. Our systems will terminate Services on the third instance of non-payment, and outstanding Charges may be referred to a debt collection agency.

9.10 If necessary, we may engage a debt collection agency to recover unpaid Charges, and you will be responsible for reasonable costs incurred. These costs will be added to the overdue payment, including any applicable late payment interest.

9.11 If you believe an invoice is incorrect, please contact us within forty-eight (48) hours of the invoice date. Once resolved, we reserve the right to charge interest on correctly invoiced sums from the original due date to the actual payment date.

10. Early Termination of the Agreement

10.1 Once the Cooling-off Period has concluded, you may terminate the Agreement at any time by providing thirty (30) days' notice. You can do this by contacting us on live chat by visiting <https://support.earthbroadband.com/>

10.2 If you decide to terminate the Agreement after the Cooling-off Period but before the Fixed Term ends, you will be required to pay Early Termination Charges along with all outstanding Charges on your account. For instance, if you terminate in the tenth month



from Go-Live and are paying thirty pounds (£30) per month, you must pay for the remaining two months if the Fixed Term is twelve months—totalling £60—plus the Cease Charge and any other Charges outlined in clause 5.3. If you terminate in the eleventh month, you would typically owe £30 for one month; however, fifty pounds (£50) is payable, plus the Cease Charge, as we must compensate our supplier.

10.3 You may terminate the Agreement by giving us a minimum of thirty (30) days' written notice to coincide with the expiry of the Fixed Term or a subsequent thirty (30) day period as noted in clause 10.11. No Early Termination Charges will apply in these circumstances, but you must settle any outstanding Charges, the Cease Charge, and any Charges mentioned in clause 5.4, where relevant.

10.4 We may terminate the Agreement or suspend Services to you immediately if:

- You fail to pay any Charges within five days after we have sent a payment reminder;
- You become bankrupt, enter into arrangements with creditors, or face legal action against you or your property;
- We suspect you have provided false or misleading information or are using our Services fraudulently;
- You are abusive, become a nuisance (as per our reasonable opinion), or act inappropriately towards our personnel or contractors;
- You are in material breach of the Agreement and fail to remedy it within seven days of notice from us;
- There is a breach under clauses 7.4 and 7.5.

10.5 You may terminate the Agreement:

- With at least thirty (30) days' notice to coincide with the expiry of the Fixed Term;
- Within ten (10) days of receiving notice of changes under clause 13.3 that negatively impact you;
- If we are in material breach of the Agreement and fail to remedy it within seven days of notice from you.

10.6 If we terminate the Agreement due to your fault under clause 10.4, you will be responsible for the Early Termination Charges.

10.7 If you terminate the Agreement due to our fault under clause 10.5, you will not be responsible for Early Termination Charges but must pay all outstanding Charges up to the termination date.

10.8 We may temporarily suspend Services or part thereof immediately if we need to

- Conduct maintenance, repairs, upgrades, or emergency work;
- Take measures to protect our network's security.

10.9 If we suspend Services under the Agreement, we will provide as much notice as possible, minimise the suspension's impact on your use of Services and Equipment, and restore Services as soon as possible.

10.10 You may be required to pay the Charges you owe us during any temporary suspension.

10.11 At least thirty (30) days before the end of the Fixed Term, we will email you a notice confirming the termination date and any new offers available. If you wish to renew the Agreement on the basis of new Services and/or Charges, it will automatically continue for thirty (30) day periods. You may terminate the Agreement with thirty (30) days' written notice to coincide with the expiry of the Fixed Term or any such period. If you do not wish to renew, you may terminate it in accordance with clause 10.3.

10.12 Upon termination, you will be charged the Cease Charge to disconnect the Service. You must return the router to us within seven (7) Working Days, at your expense, in its original box with all cables in good working order. Attach your full name and address to the parcel without damaging the box, and contact us on live chat by visiting <https://support.earthbroadband.com/>

Returns Address:

Earth Broadband Returns

4 Pedlars Walk

Ringwood

Hampshire

BH24 1EZ

Failure to comply with this clause will invoke clause 5.4.

10.13 Upon early termination or cancellation, we may offset any Charges on account that we owe you against any you owe us. If there is an excess, we will reimburse you. If there are no excess Charges and you owe us additional Charges, we will inform you of the amount, which you must pay in accordance with the Agreement.

11. Engineer Visits

11.1 We will confirm with you the date and time an engineer will visit your property to either install or repair the services. The engineer may call you approximately thirty (30) minutes before their arrival at the given address.

11.2 You must contact us at least forty-eight (48) hours before your appointment if you wish to cancel or rearrange it.

11.3 We will impose a missed appointment charge for an engineer visit if:

You provide an incorrect address;

- The engineer is unable to gain access;
- Upon reporting a fault, an engineer attends your property and discovers the fault was not due to our services or equipment, or the reported fault was not present;
- You are not at the property and miss the appointment through your own fault; or
- You need to leave the property before the engineer completes their work.

The charges related to this clause 11.3 are outlined in the [Price Guide](#).

11.4 You shall notify us of any significant fault in the service, and we shall use all reasonable endeavours to remedy the fault as quickly as practicable.

12. Liability

12.1 Under the Agreement, if any issues arise, We will make every effort to rectify them.

12.2 We will always be responsible for:

- Any death or personal injury resulting from Our negligence;
- Any rights you have as a consumer that We are legally required to uphold;
- Any liabilities We are subject to under the law

12.3 We will not be responsible for:

- Any business-related losses. The Service provided under this Agreement is for domestic and private use by you or members of your household. If you use the Services for commercial, business, or resale purposes, We will not be liable for any loss of profit, business, business interruption, or business opportunity;
- Data transmitted across Our network. We do not control the data passing to or from you over the internet and are not responsible for any loss or damage to that data;



- Any delays in the arrival of equipment or in the delivery of the Service. We will work with Our couriers and network partners to provide you with the next available date;
- Personal financial losses;
- Losses resulting from your access to the administration settings of the Equipment, leading to data or service access loss;
- Your use of your wireless router or equipment to access any other internet service, or your use of any modem, wireless router, or other equipment not supplied by Us.

12.4 Where We are responsible for loss or damage under the Agreement:

- You must take reasonable steps to minimise any losses, damage, or costs you incur;
- Our total liability to you for any breach of this Agreement will be limited to the total charges you paid under the Agreement for each twelve (12) month period starting from its signing.

12.5 You will indemnify Us for any sums paid, or for any losses related to the following:

- Costs and expenses incurred to remedy any breach by you of the Terms and Conditions, including costs and expenses for debt recovery and/or legal proceedings;
- Any claims or legal proceedings threatened against Us by a third party in respect of (but not limited to) breach of contract or fraud, attributable to your use of the Service.

13. Changes

13.1 We reserve the right to modify this Agreement and the associated Service.

13.2 If any changes are made, we will inform you in writing or by posting the revised Terms and Conditions on our website. You will receive notification of the proposed changes at least thirty (30) days before they take effect. Your continued use of the Service after this notice period will signify your acceptance of the changes.

13.3 We will provide at least thirty (30) days' notice before implementing any changes to the Agreement, except in the following circumstances:

- Changes that are solely for your benefit.
- Changes that are administrative in nature and have no adverse effect on you
- Changes directly mandated by law or our suppliers.

In these cases, you will not have the right to terminate the Agreement without incurring Early Termination Charges. However, if any changes we notify you about have a materially adverse impact on you, you may terminate the Agreement within ten (10) days of receiving such notice without being liable for Early Termination Charges.

13.4 We may increase the Charges outlined in this Agreement after the Fixed Term has concluded. Any increase will be in line with the consumer price index rate of inflation plus an additional 3.9%.

14. Returning Faulty Equipment

14.1 To report faulty equipment, please contact us on live chat by visiting <https://support.earthbroadband.com/> before returning any items. You are required to return any piece of equipment that:

- You have reported to us as faulty;
- We have informed you is faulty; or
- Needs replacement due to technical reasons.

Ensure your full name and address are clearly marked on the outside of the parcel. Additionally, please send us proof of postage via live chat by visiting <https://support.earthbroadband.com/> and send the equipment to the returns address specified in clause 10.12.

14.2 If, within seven (7) working days of us replacing faulty equipment, the faulty equipment has not been returned, we may:

- Suspend or restrict access to any service we provide to you until the equipment is returned; or
- Seek to recover our costs associated with the equipment.

15. Giving Back

15.1 When you enrol as a customer of Earth Broadband for the Service, we will:

- Plant a tree each month in partnership with one of our trusted reforestation collaborators.
- Automatically enrol you in the Earth Hero Scheme, with the first month's subscription fee covered by us.

15.2 The trees designated for planting will be entrusted to local communities in Madagascar for management.

15.3 You have the option to cancel your subscription to the Earth Hero Scheme at any time by following the instructions provided on the Website.

15.4 We will provide updates on the Website detailing the locations where trees have been planted and the total number of trees planted.

15.5 We reserve the right to modify the number of trees planted. Any changes will be communicated to you in advance, based on recommendations from our reforestation partners.

16. Moving Home

16.1 If you are relocating to a new address, please inform us on live chat by visiting <https://support.earthbroadband.com/> with at least two weeks' notice. This will allow us to advise you on the available options for your service and any associated charges you may incur.

16.2 If we are unable to provide the service at your new address, you will be responsible for paying the Early Termination Charges, including any outstanding charges that have been accrued.

16.3 Should you request us to continue providing our service at your new address, the transfer will require you to bring the existing equipment to your new location. Depending on service availability in the new area, you may incur charges for any work our network partners need to undertake. If you do not relocate the equipment, you will be required to pay for new equipment and all charges outlined in clause 5.4.

16.4 A new fixed term for the service will commence on the date the service goes live at the new address.

17. Intellectual Property Rights

17.1 All intellectual property rights related to the Equipment, as well as any software or hardware systems necessary for the operation or integration of any part of the Service, are solely owned by Us or Our licensors.

17.2 Your ability to utilise the Equipment, alongside any relevant software and hardware systems, is governed by the terms of the Agreement. You agree to use the Equipment and these systems solely for accessing and using the Service. Unless explicitly allowed by copyright law, you are not permitted to copy, adapt, reverse engineer, decompile, disassemble, modify, or make any adaptations to the Equipment or any related software and hardware systems, whether in whole or in part.

18. Third Party Services

18.1 Should you opt to purchase additional services that are available through Our Service but provided by a third party, We hold no responsibility for the quality or performance of those third-party services.

19. Your Privacy

19.1 Protecting your privacy is of utmost importance to us. We encourage you to read our Privacy Notice available at www.earthbroadband.com/privacy-policy to gain a comprehensive understanding of our practices concerning your personal data and how we handle it. By using our service and visiting our website, you confirm your understanding that we will process your personal data in accordance with our Privacy Notice.

20. Complaints

20.1 We strive to deliver the highest standard of service to you.

20.2 If you are dissatisfied with our service, please do not hesitate to reach out to us via live chat by visiting <https://support.earthbroadband.com/>The most efficient way to contact us is through the live chat feature on our website.

20.3 We will endeavour to resolve your complaint during the initial call. If this is not feasible, we will collaborate with you to determine a course of action, complete with clear timeframes.

20.4 Should we be unable to reach a mutually agreed settlement within eight weeks of receiving your complaint, or if we agree in writing before the expiration of this period that the dispute should be resolved through independent adjudication, you have the option to refer your complaint for independent consideration. This can be done through Alternative Dispute Resolution by the Communications and Internet Services Adjudication Scheme (CISAS) at www.cisas.org.uk. This service is offered free of charge.

20.5 You can contact us via live chat by visiting <https://support.earthbroadband.com/> or by calling us on 020 4587 3527.

20.6 If we need to contact you regarding the service, we will do so by writing to you at the email address you provided in your Order Summary. Please inform us if your contact details change.

21. General Provisions

21.1 You are not permitted to transfer your rights or obligations under this Agreement to any other party.

21.2 We reserve the right to transfer our rights or obligations under this Agreement to any company, firm, or individual, provided that such a transfer does not adversely affect your rights under this Agreement.

21.3 Each clause within this Agreement functions independently. If any clause is deemed unenforceable, the remaining clauses will continue to be in effect.

21.4 No third party shall have the right to enforce any terms of this Agreement.

21.5 Should this Agreement require either party to provide notice in writing, such notice may be delivered via email.

21.6 If either party does not exercise a right available to them under these conditions, it shall not be construed as a waiver of that right.

21.7 We shall not be held liable for any failure to fulfil our obligations under this Agreement if such failure arises from circumstances beyond our reasonable control (such events include but are not limited to severe weather conditions, war, government action, epidemic, or terrorist activity).

21.8 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have jurisdiction over any disputes arising under this Agreement. However, if you are a resident of Scotland or Northern Ireland, you have the option to bring a claim in the local courts of your respective country.