

Which .Net - Terms and conditions

Thank you for choosing to use the which.net e-mail and web space service (the .Service.). Your use of the Service is subject to the following terms and conditions. Please take the time to read and understand them because you should not use the Service unless you agree to these terms and if you breach any of these terms we reserve the right to terminate your access to the Service. If you have any questions about these terms, please contact us at: support@which.net

1 Your use of the Service

You must not do anything that does, or is likely to, damage or disrupt the Service in any way. Nor should you use the Service in a way that may cause a nuisance to others or that may damage the reputation of Which?.

The above restrictions include, but are not limited to:

- Unauthorised access to or use of the Service, systems or networks, including any attempt to scan or test the vulnerability of the Service or network;
- Monitoring data or traffic on any network or system without our express authorisation;
- Using the Service, for example, for sending unsolicited and/or bulk email; to collect information by deceit or covertly; to send misleading information; for phishing; or in such a way that is likely to consume a disproportionate share of the available resources;
- Knowingly or recklessly introducing any virus or other contaminating programme into the Service;
- Any action which directly or indirectly results in any of our IP space being listed on any abuse database;
- Any activity that is likely to breach any applicable laws; likely to encourage any such breach; or that is likely to result in any retaliation against the Service, or users of the Service.

If you are using the Service to access any bulletin board, chat group or other user-generated or web forum, you must ensure you comply with the rules and conventions of those forums. In addition, you must not use the Service to publish, display or transmit any content that we reasonably believe:

- is defamatory, obscene, malicious, offensive, or otherwise morally repugnant;
- is excessively violent, incites or threatens violence; contains harassing content or hate speech;
- violates a person's privacy or that creates a risk to a person's safety or health;
- infringes the copyright, trademarks or any other intellectual property rights of another person; or is likely to give rise to, cause or encourage any of the above.

2 Security

You should take all reasonable steps to keep your log-in and other user details confidential. For example, you should not allow any other person to obtain access to the Service using your details; all passwords should consist of at least 8 mixed alpha and numeric characters (with case variations) and exclude commonly used names; and passwords should be changed regularly.

Please tell us as soon as you can if you think someone else has used your details to gain access to the Service.

3 Consequences if you breach these rules

You are strictly responsible for your use of the Service and your compliance with these terms. This means that if you breach any of these terms, you may be required to compensate anyone who suffers as a result. This includes Which?, other users of the Service and other third parties.

We will treat any non-compliance as a serious issue, and if we think you have breached any of these terms, we may take any action that we consider appropriate. This may include:

- the temporary or permanent suspension of your access to the Service;
- taking legal action against you, possibly to recover any financial loss that we have suffered as a result of your actions;
- reporting to the appropriate authorities any conduct by you that we believe breaches any applicable laws; or
- publishing a statement detailing your actions.

If anyone complains about your use of the Service, you agree that we can control the handling of such dispute and that you will fully support and co-operate with this. You also agree that should an appropriate authority request, from us, information regarding your use of the Service, or access to your content, we may provide that information without prior notice to you.

4 Availability and service levels

We shall try to ensure the Service is available at all times. However, you:

- Acknowledge that, from time to time, it may be necessary to undertake routine maintenance and that such maintenance may mean the Service is not fully available. We may undertake any routine maintenance we believe is necessary, providing we take steps to ensure this is kept to a minimum and performed at times unlikely to cause significant disruption.
- Acknowledge that we are unable to guarantee the Service will be available at all times. Where the Service experiences an

unplanned outage or a loss of functionality, we shall take all reasonable steps to restore the full service as soon as possible. However, you agree that we shall not at any time be obliged to take any specific actions.

- Accept that the Service is intended for personal-use only and the levels of user support normally associated with equivalent services for commercial use do not apply.

Where we do not comply with the above, our liability is limited to the total amounts paid by you for the Service during the period of any such breach, up to a maximum period of six months (except, of course, in the unlikely event we have been fraudulent or our negligence causes death or personal injury).

5 Privacy

We collect information about you when you register and use the Service (such as your name and log-in details) in order to manage, deliver and support the Service. We do use other companies to support us in the provision of the Service, and we may share your data with them for these purposes. We only choose those companies who prioritise the protection of personal data and who pass the strict organisational and technical security standards that we set. We will only keep this information for as long as we need to and we will not pass your details to third parties to use for their own marketing purposes.

6 Varying these terms and conditions and changes to the Service

Which? may vary these terms at any time, although we will only make changes if we think they are either necessary or reasonable. The changed terms will normally take effect immediately upon publication, although where we think the changes are likely to be important to you, we shall always tell you in advance so you can decide whether to continue using the Service.

Which? may terminate this Service for any reason at any time. If we do this, we will: give you at least 4 weeks' notice of the termination date; and provide reasonable information to help you to transfer your emails to an alternative service provider if you wish to do so. This may include step-by-step instructions and/or video tutorials.

7 Governing Law

English Law shall apply to all our terms and conditions and any disputes shall be heard in an English Court. Nothing in these terms and conditions affect your legal rights.

8 About Us

The Service is operated by Which? Limited (company number 677665 and registered office at 2 Marylebone Road, London, NW1 4DF).