



GENERAL TERMS AND CONDITIONS OF DIGI TELECOM SERVICES

Date of last update: 17th of April 2026

DIGI TELECOM LIMITED is a private limited company registered under the laws of England and Wales, with company number 14447294, and with its registered office address at 12 New Fetter Lane, London, United Kingdom, EC4A 1JP (hereinafter referred to as "**Digi Telecom**").

Digi Telecom is authorised to provide its services under the commercial brand "**Digi**". Any references to "**Digi**" in relation to the Services shall be understood as referring to the brand under which Digi Telecom provides its services, products and customer communications. Digi Telecom owns and operates the website at <https://www.digi.uk> (the "**Site**") and provides certain "**Services**" under a rolling monthly "**Subscription**" model with no fixed end date. In order to use or access the Digi Telecom Services, each Customer would need to enter into a legally binding "**Contract**" with Digi Telecom. Each Contract incorporates and is governed by the following documents:

1. The "**Contract Summary**" and the "**Contract Information**" that each Customer is asked to review and confirm prior to submitting an order for Services.
2. Any applicable "**Special Terms and Conditions**", as relevant to the Services selected, that are presented to the Customer at the checkout prior to submitting an order for Services.
3. These "**General Terms and Conditions**", that are presented to the Customer at the checkout prior to submitting an order for Services.
4. Digi Telecom's **Acceptable Use Policy**

You must read all of the above materials carefully prior to submitting an order for Services, as these together create a legally binding Contract between you and Digi Telecom.

We update these General Terms and Conditions from time to time. The version that is live on the Site at the time that you place an order is the version that applies to your Contract. The date of last update can be viewed at the top of this page.

1. OUR SERVICES

- 1.1 These General Terms and Conditions apply to purchases for Services that you make on the Site.
- 1.2 In these General Terms and Conditions, when we refer to "we", "us", "Digi" or "our", we mean Digi Telecom; and when we refer to "you" or "your" we mean you, the "**Customer**", who is the consumer purchasing one or more Digi Telecom Service(s).
- 1.3 The Services are only offered to adults of at least eighteen (18) years old and who are consumers. In the UK, a "consumer" is someone who is an individual acting for purposes that are wholly or mainly outside of that individual's trade, business, craft or profession. None of the Services are offered to, and must not be accessed, purchased or used by, any company or for any business purpose whatsoever.
- 1.4 The Services of Digi Telecom are intended only for personal and private usage. The Customer acknowledges that they can neither distribute, nor copy them for a third person.
- 1.5 The type, description and nature of the Services provided to you as part of your Contract with Digi Telecom will be as set out in the Contract Summary and the Contract Information that you are asked to review and confirm prior to submitting an order for Services.

- 1.6 All Services offered by Digi Telecom are offered as part of a Subscription. Purchasing a Subscription involves committing to making recurring payments under a monthly rolling Subscription model, making the first Subscription Fee payment in advance, and taking the actions and steps required to install and activate your Subscription (all of which is set out in more detail in these General Terms and Conditions).
- 1.7 The Services are not guaranteed to be available in all locations. You can verify whether a Service is available at your address prior to submitting an order for Services, by consulting the Site or by contacting Digi Telecom at 0044 1582 367070 or help@digitech.uk.

2. YOUR SUBSCRIPTION

2.1 Placing an order

- 2.1.1 To place an order you must first select which Service(s) you wish to be covered under your Subscription Contract. The Services offered by Digi Telecom may be changed or updated from time to time but the Site will always present to you the Services that are available to order at any given time.
- 2.1.2 Once you have selected the Service(s) that you wish to purchase, you must follow the order procedure in the checkout steps of the Site. Our order process allows you to check and amend any errors before submitting your order to us. Please check your order carefully before confirming it. You are responsible for ensuring that the information provided in connection with your order is complete and accurate. Digi Telecom may need to request further, supplementary information from you in order to verify identity or to consider your request for a Subscription. You must also notify Digi Telecom as soon as possible should any of your information change.
- 2.1.3 Our order process also requires you to review and consent to the information presented to you at the checkout within the Contract Summary, Contract Information, and any Special Terms and Conditions that apply to the specific Service(s) that you have selected. You are responsible for checking that the information is complete and accurate – you must let us know if this is not the case so that it can be corrected prior to submitting your order.
- 2.1.4 Your order is an offer by you to purchase Services under a Subscription Contract from us. We are not obligated to accept your order and we may reject it for any reason at our discretion. If we do not accept your offer to purchase a Subscription, you will be notified either in the checkout screen or via email. An order could be rejected if, for example, because:
- (a) we have concerns that you are not an adult of the age of legal consent;
 - (b) Digi Telecom has evidence that you have breached a previous contract with Digi Telecom or failed to meet payment obligations under a previous contract;
 - (c) information provided in the submitted order is incomplete or inaccurate;
 - (d) there is an issue with the payment method that you have selected;
 - (e) there are technical or any other reasons that would prevent or restrict the proper delivery of the Service(s);
 - (f) there is suspicion of fraud or serious doubt as to the Customer's solvency or identity; and/or
 - (g) the Customer resides or has an address or invoicing address outside of the United Kingdom.

- 2.1.5 If we do accept your order, we will confirm our acceptance of your order by sending you a confirmation email. At that stage, a new and legally binding Contract is formed between you and Digi Telecom (and that Contract incorporates each of the Contract Summary, the Contract Information, any applicable Special Terms and Conditions, these General Terms and Conditions, and Digi Telecom's Acceptable Use Policy).
- 2.1.6 Following the conclusion of your Contract, you will be asked to confirm that you wish for the performance of the Subscription Services to begin immediately and that you consent to this. If you do not provide your consent, the Service provision will not begin (even if a payment of a Subscription Fee has already been taken).
- 2.1.7 Once we have your consent to the performance of the Services beginning immediately, in accordance with clause 2.1.6 above, we will begin to take steps to make the Services ordered available to you. If Installation of Hardware at your address is required prior to the Services being connected and/or made available to you, then we will contact you to arrange this (please see clause 3 for more information on Installation of Hardware).

2.2 Subscription Term

- 2.2.1 Each Contract has a recurring Subscription Term of one (1) month. This means that the first Subscription Term is the one (1) month period that starts on the date on which your Installation is complete (in accordance with clause 3). After the expiry of a first Subscription Term (of one (1) month), your Contract will renew into the second Subscription Term (of one (1) month) without you needing to do anything, and so on and so forth your Subscription will continue to renew in this way unless and until it is terminated / cancelled.
- 2.2.2 You have a monthly payment obligation connected to each Subscription Term. This means that you are required to pay one (1) Subscription Fee for every one (1) Subscription Term. See clause 4 for more information on your payment obligations.
- 2.2.3 If at any time you decide that you do not wish for your Contract to renew into the next Subscription Term, you must cancel your Contract. See clause 5 for information on Contract cancellation.

2.3 Monthly Subscription without a Free Trial

- 2.3.1 If you sign up to a Subscription Term of one (1) month without using an offer for a **"Free Trial"** period, then this clause 2.3 will apply to you.
- 2.3.2 On the date that the Installation is complete your first monthly Subscription Term will commence.
- 2.3.3 You will have a cooling-off period (the **"Cooling-Off Period"**) of fourteen (14) days from the commencement date in clause 2.3.2. Please review clause 5.1 to understand what your Cooling-off Period rights are, and when you may lose those rights.
- 2.3.4 On the expiry of the first monthly Subscription Term, your Subscription will renew into a second monthly Subscription Term without you having to do anything. This will continue and repeat on a monthly basis unless and until you or we cancel or terminate your Subscription. See clauses 5.1 and 5.2 for more information on your cancellation and termination rights, and 5.3 on ours.
- 2.3.5 We will send you a renewal reminder notice before the sixth Subscription Term commences, and every six (6) months thereafter whilst your Subscription remains in effect.

2.4 Monthly Subscription with a Free Trial

- 2.4.1 If you sign up to a Subscription Term of one (1) month, whilst also using a Free Trial offer, then this clause 2.4 will apply to you. For the avoidance of doubt, we are under no obligation to offer any Free Trial to any person.
- 2.4.2 On the date that the Installation is complete, your Free Trial period will commence. You will have a cooling-off period (the "**Initial Cooling-Off Period**") of fourteen (14) days from the commencement date of your Free Trial period. Please review clause 5.1 to understand what your Cooling-off Period rights are, and when you may lose those rights.
- 2.4.3 Before the Free Trial period expires, we will send you a reminder to let you know that, unless you cancel your Contract before your Free Trial period expires, you will be added to a paid-for rolling Subscription.
- 2.4.4 When you are renewed into a paid-for Subscription on the expiry of your Free Trial Period, your first monthly paid-for Subscription Term will commence. You will have another fourteen (14) day cooling-off period (the "**Renewal Cooling-Off Period**") from the commencement date of your first monthly paid-for Subscription Term, and we will send you a notice in relation to this. Please review clause 5 to understand what your Cooling-off Period rights are, and when you may lose those rights.
- 2.4.5 On the expiry of the first paid-for monthly Subscription Term, your Subscription will roll into a second monthly paid-for Subscription Term without you having to do anything. This will continue and repeat on a monthly basis unless and until you or we cancel or terminate your Subscription. See clauses 5.1 and 5.2 for more information on your cancellation and termination rights, and clause 5.3 on ours.
- 2.4.6 We will send you a renewal reminder notice before the sixth Subscription Term commences, and every six (6) months thereafter whilst your Subscription remains in effect.

2.5 Information on Free Trials

If we offer you a Free Trial, the specific terms of your Free Trial will be provided at signup and/or in the promotional materials (such as, but not limited to, emails) describing the Free Trial and your use of the Free Trial is subject to your compliance with such specific terms. There are limitations on who is eligible to participate in a Free Trial and any such conditions or limitations will be made clear to you during the signup process and before you check out.

2.6 Changes to the Subscription Services

- 2.6.1 The Services (including in their nature, description and availability) are subject to change from time to time, subject to the caveats set out in this clause 2.6.
- 2.6.2 Whilst you are in an Subscription Contract, we will give you at least thirty (30) days' prior notice before effecting a change. You have the right to contact us to terminate your Contract if you do not agree to the change, and you may be due a pro rata refund of the last Subscription Fee you paid to account for the portion of your Subscription Term that has not yet expired but which (by reason of your cancelling your Subscription in this circumstance) you will no longer enjoy the benefit of. The thirty (30) day notice period quoted in this clause may need to be shorter if the change is due to a change in law or for security reasons.
- 2.6.3 If the Customer requests a change to their Services or Subscription, for example, to move to a different tariff plan, then the new plan will be activated on the first day of the month following the request. The Subscription Fee may change in line with the requested changes, and all such changes shall be notified to the Customer in advance.

3. INSTALLATION OF REQUIRED HARDWARE

3.1 Installation

- 3.1.1 All Services require a successful “**Installation**” at the Customer’s address of certain Digi“**Hardware**” (for example, this may be – depending on the Service(s) ordered – a Digi Internet Box, Digi Telecom Wi-Fi Booster, a modem, conduits, devices, supply points and accessories).
- 3.1.2 Once a Contract has been concluded in relation to a Service (as set out in clause 2.1.5), the Customer will be contacted to arrange an Installation appointment. The Installation will be performed within a maximum period of thirty (30) days following the Contract conclusion, unless:
- (a) there are circumstances beyond Digi Telecom’s control that prevent the Installation (in which case, Digi Telecom will contact the Customer to agree a later Installation date, and the Customer may be due a pro rata refund); or
 - (b) unless the Customer fails to make an Installation appointment (in which case, Digi Telecom may have a right to terminate the Contract in accordance with clause 5.3.1).
- 3.1.3 The Installation is free of charge unless physical connection infrastructure is not in place between the street network and your premises. Where such infrastructure is required to be installed, additional charges may apply. Any such charges will be clearly communicated to you in advance and will require your agreement before any work is carried out.
- 3.1.4 The Installation involves a Digi Telecom technician attending the Customer’s address on the agreed Installation appointment date in order to install the required Hardware, connect it to the Digi Telecom network, and activate the Services.
- 3.1.5 The Customer is required to provide the Digi Telecom technician with access to their premises and use of certain “**Customer Equipment**” as needed to complete the Installation of the Hardware. Access to or use of Customer Equipment may include, for example, access to interior walls, working wall plug sockets, and a continuous electricity supply. Any work of the Digi Telecom technician at the Customer’s premises must be capable of being performed without the technician being obliged to move or disassemble any furniture or other element within the Customer’s premises whatsoever. The Customer is responsible for ensuring that their premises and the Customer Equipment are safe and secure for the Digi Telecom technician attending the property to complete the Installation without harm. If the Customer does not provide access to or use of their premises and the Customer Equipment in accordance with this clause 3.1.4, then the Installation shall fail and clause 3.1.5 shall apply.
- 3.1.6 Digi Telecom alone is authorised to carry out the Installation. The Customer is prohibited from attempting to carry out any installation, connection or activation of the Hardware itself or via any third party.
- 3.1.7 Digi Telecom will carry out the Installation using good work practices and standards. Notwithstanding the foregoing, the Customer agrees and acknowledges that the Digi Telecom technician may need to drill, saw or cut into walls or other Customer Equipment or property in order to complete the Installation. The Customer consents to such work being completed and agrees that Digi Telecom shall have no liability whatsoever in respect of such actions being carried out.

3.2 The Hardware

- 3.2.1 The Hardware is either made available free of charge as part of the subscribed Service, or leased according to the provisions contained in the Contract.
- 3.2.2 All Hardware belongs to Digi Telecom. Throughout the Contract, the Hardware remains the exclusive, non-transferable and unseizable property of Digi Telecom. The Hardware is placed in the Customer's possession solely and exclusively to be used in connection with the private usage of the Services (and for no other purposes whatsoever) and in accordance with its intended purpose. The Hardware may not be transferred, sold or placed into the possession or under the control of a third party whatsoever.
- 3.2.3 The Customer remains responsible for the Hardware and is obliged to safeguard it in a prudent and reasonable manner throughout the term of the related Contract and, after the end of the Contract, until they have returned the Hardware to Digi Telecom. Within this context, the Customer shall duly insure, notably against theft and bad weather, the Hardware placed in its possession by Digi Telecom. The Customer formally undertakes to refrain from engaging in any technical intervention, transformation or modification of the Hardware.
- 3.2.4 In case of damage, loss, theft or deterioration of or to the Hardware, the Customer is obliged to inform Digi Telecom thereof as soon as reasonably practicable and in any event within forty eight (48) hours of becoming aware. Digi Telecom shall decide in its sole discretion whether to replace or repair the affected Hardware. They may also request some repair or update action to be carried out by the Customer, in which case, the Customer must then install or update the new Hardware themselves, or permit access of a Digi Telecom technician in order to do the same, in either case in accordance with the instructions of Digi Telecom. The cost of a repair or replacement will be free of charge on the condition that there is no evidence that the Customer has: (a) breached the provisions of this clause, the instructions provided by Digi Telecom, or applicable law; (b) misused the Hardware in any way; or (c) acted negligently or fraudulently. If fault in line with the foregoing can be attributed to the Customer, Digi Telecom may have a legal right to invoice the Customer for the evidenced costs of repair or replacement of the affected Hardware.
- 3.2.5 If Digi Telecom wishes to collect any Hardware that is being disconnected, uninstalled or taken out of service, then the Customer must facilitate this. For the avoidance of doubt; in no case whatsoever is a Customer permitted to dispose of or destroy any piece or element of Hardware, unless explicitly instructed to do so by Digi Telecom.
- 3.2.6 If any third party claims to have any right whatsoever to the Hardware, the Customer is obliged to oppose this and to notify Digi Telecom immediately.
- 3.2.7 At the end of the Contract, the Hardware Installed at the Customer address must be returned by the Customer to the place designated by Digi Telecom within fifteen (15) days, at the cost of Digi Telecom. All instructions in connection with the return shall be provided by Digi Telecom. If the Hardware is not returned in good condition and within the period indicated, Digi Telecom is entitled to invoice the Customer for the cost of replacing the non-returned or damaged Hardware. If any sums are due from Digi Telecom to the Customer on termination of the Contract, Digi Telecom will be entitled to reduce that sum by an amount equivalent to the cost of replacing the non-returned Hardware.

3.3 Customer's refusal of the Hardware

- 3.3.1 The Customer will make sure to use the network only with compatible Hardware that is in good operating condition. They will make sure not to establish, or to have established by a third party, a connection to the Digi Telecom network nor to use Hardware other than that

foreseen by the Contract, notably hacker equipment making it possible to access the Service.

3.3.2 Notwithstanding and without limiting the foregoing, if the Customer refuses an Installation by the Digi Telecom technician of the Hardware, and instead elects to install their own modem, hardware or connection equipment (which is not part of the Hardware supplied by Digi Telecom) then the following shall apply:

- (a) the Customer is solely and wholly responsible for ensuring that it complies with Digi Telecom's technical specifications set out in the Acceptable User Policy published and updated on www.digi.uk;
- (b) the Customer is solely and wholly responsible for ensuring that it meets current safety standards;
- (c) the Customer is solely and wholly responsible for ensuring that it is regularly updated;
- (d) the Customer is solely and wholly responsible for the proper functioning and security of their own equipment;
- (e) the Customer is solely and wholly responsible for ensuring that it and does not interfere with the proper functioning of the Digi Telecom network;
- (f) the Customer is solely and wholly responsible for any resulting loss or damage caused by its own installation work;
- (g) Digi Telecom cannot and does not guarantee the full or proper functioning of the Services;
- (h) Digi Telecom cannot and does not guarantee the security, data protection, or privacy of the Customer's home network;
- (i) Digi Telecom disclaims any and all liability and responsibility whatsoever in respect of the functioning (or non-functioning) of that equipment and any negative effect that it may have on the performance of the Services (for example, slowed or non-functioning Services); and
- (j) notwithstanding the foregoing, the Customer's obligation to pay the Subscription Fees shall continue regardless.

3.3.3 Notwithstanding the provisions of clause 3.3.1, if Digi Telecom knows or reasonably suspects that a Customer's use of their own equipment (instead of the Hardware provided by Digi Telecom) may negatively affect or disrupt the proper functioning and security of Digi Telecom's network and private networks for other end users, then Digi Telecom reserves the right to suspend or terminate the Services to the relevant Customer immediately on written notice. No refund will be due to the Customer in respect of any Subscription Fees already paid.

4. SUBSCRIPTION FEE AND PAYMENT OBLIGATIONS

4.1 Subscription Fee

4.1.1 The recurring fee due under your Subscription is referred to as the "**Subscription Fee**". The cost of this will be set out in your Contract Information, provided as part of the order process and before you check out, it will include all VAT, and it will depend on the type of Subscription and Service(s) that you select during the order process.

- 4.1.2 The costs for any other services (such as any costs associated with Installation, if notified to you and agreed by you) will be charged in addition to the Subscription Fee.

4.2 Invoicing and Payment

- 4.2.1 When you sign up to a Subscription, you will be required to enter your payment details and confirm that you consent to the Subscription Fee being taken from your payment method upfront at the beginning of each Subscription Term and thereafter on a recurring basis throughout the life of your Contract. You will be required to confirm that the card or bank account which is being used is yours, or that you have the authorisation of the card holder to use it.
- 4.2.2 You must pay (or enable payment to be taken, as applicable) all amounts due under your Contract in full and on time. Failure to do so will constitute a material breach of our Contract and (amongst other remedies that Digi Telecom may have) it will give us a right to terminate your Subscription (see clause 5.3 for more information on our termination rights).
- 4.2.3 For Services related to the provision of internet / broadband services, the first Subscription Fee will be taken upfront on the Installation date. Recurring payments will be taken on a monthly recurring basis thereafter.
- 4.2.4 [The Subscription Fees for the first month are calculated on a pro rata basis, depending on the effective billing start date of the Service. Invoices include: (i) pro-rata Subscription Fees for the period between the billing start date and the last day of the current month; (ii) full Subscription Fees for the following month; (iii) as well as any usage charges incurred during the current period.
- 4.2.5 The invoices corresponding to the Services provided to the Customer by Digi Telecom will be sent out monthly by e-mail. They will also be available in the Customer's online account and personal space, "My Digi".
- 4.2.6 Subscription Fee payments can be made by the Customer via bank transfers or by direct debit (however, Digi Telecom reserves the right to require that the first Subscription Fee is paid upfront by bank transfer, even if the Customer elects for future Subscription Fees to be payable via direct debit). Your method of payment will be set up when you place your order for the Service.
- 4.2.7 Subscription Fee payments are due within fifteen (15) days of each monthly invoice or, if the Customer has set up payment by direct debit, on the date of the first notification of any direct debit being due.
- 4.2.8 Bank transfers must be made to the bank account nominated by Digi Telecom and you will be required to use a specific payment reference that is connected with your account (this will be notified to you on each monthly invoice that you receive). Any failure on the Customer's part to use the correct reference or to make payment to the correct bank account will be the Customer's liability to correct.
- 4.2.9 All payments are taken through a third party payment processor's payment service, not by Digi Telecom. By using the third party payment processor's service, you are subject to their own terms and conditions. It is recommended that you read any such terms and conditions carefully and make your own decision as to whether or not you wish to proceed to make a payment using their payment service. We are not involved in, and have no control over, the payment process therefore we disclaim absolutely all liability and responsibility in connection therewith.

- 4.2.10 In the event of Contract termination, Subscription Fees will continue to be due and payable, and associated billing will continue to be raised, until the effective termination date. See clause 5.4 for more information on the effects of Contract cancellation.

4.3 Delayed or failed payment

- 4.3.1 In the event of delayed or failed of payment (whether full or partial), Digi Telecom shall send a reminder of the overdue Subscription Fee on the due date for payment. Digi Telecom may send the Customer a maximum of four (4) late payment reminders. The first two reminders are free of charge. The third and fourth reminders will be invoiced to the Customer at £10 each – this charge represents an administrative fee in Digi Telecom’s efforts to seek payment of the overdue sums.
- 4.3.2 Any amount that is unpaid upon its due date shall accrue interest at the legal rate, and the interest being accrued shall be set out in each late payment reminder.
- 4.3.3 Digi Telecom expressly reserves the right to offset the Customer’s payments against any other debt or amount that the Customer may owe to Digi Telecom or against any other claim that Digi Telecom may have against the Customer.

4.4 Tracking your Service usage and Subscription Fee payments

- 4.4.1 Digi Telecom makes it possible for the Customer, in their account / My Digi, to review and follow their consumption of the Services, free of charge and in a regularly updated manner.

4.5 Subscription Fee changes

- 4.5.1 We may make changes to the Subscription Fees, or the billing cycles that we operate, from time to time. Digi Telecom will provide at least thirty (30) days’ advance written notice of any change to the Subscription Fee.
- 4.5.2 If you do not accept the proposed change, you may terminate your Contract without penalty and without early termination charges, by giving Digi Telecom notice at any time before the date on which the change is due to take effect. If you choose to cancel your Contract in accordance with this clause, your Service will continue in effect on existing terms and at its existing price until the date of termination.

5. **RIGHTS OF CANCELLATION AND TERMINATION**

5.1 Cooling-Off Rights

- 5.1.1 Under applicable law there are certain periods of time during your Contract where you have a Cooling-off Period and in that period the law will permit you to cancel your Subscription, without you having to give us a reason. Please see clauses 2.3 and 2.4 which set out which Cooling-off Periods exist depending on which type and duration of Subscription you have.
- 5.1.2 If you wish to access your Services during a Cooling-off Period then you may do so but please note that you will be required to expressly agree that we may begin to make the Services available to you during the Cooling-Off Period, and you expressly acknowledge and agree that your right to cancel your Subscription under the applicable law (as set out in this clause 5) will be lost.
- 5.1.3 Outside of clause 5.1.2, if you wish to exercise your right to cancel during a Cooling-off Period, you must contact us to let us know. You can do this by:
- (a) emailing us to let us know on help@digitech.uk

- (b) logging into your account and clicking on the 'Cancel Subscription' button (or similar); or
- (c) by completing the following model cancellation form and returning it by email at help@digl.uk:

Model Cancellation Form To: DIGI TELECOM LIMITED E-mail address: help@digl.uk I/We(*) hereby give notice that I/We(*) cancel my/our(*) Contract of Subscription for the following Service(s): [insert name of the Subscription / Service(s) you have taken out] Ordered on(*) / received on(*) Name of consumer(s), Address of consumer(s), Signature of consumer (only if this form is notified on paper) Date (*) Please delete if not applicable
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- 5.1.4 If you notify us by any of the means permitted in clause 5.1.3 that you wish to cancel your Subscription during a Cooling-off Period, we will send you an acknowledgement of receipt by email. Thereafter, the Contract that you have with us will come to an end and if you have already made a payment of a Subscription Fee to us then we will provide you with a pro rata refund of that amount which would be calculated by reducing the full amount that you paid by an amount that represents the number of days you have enjoyed the Subscription Services prior to cancellation.
- 5.1.5 Any refund made by Digi Telecom would be made no later than fourteen (14) days after the day on which we are informed about your decision to cancel your Subscription. We will make the reimbursement using the same means of payment you use to pay for your Subscription, unless you expressly agree otherwise.

5.2 Your Other Rights Of Cancellation / Termination

- 5.2.1 Outside of a Cooling-off Period (as discussed in clause 5.1) you can choose to terminate your Subscription in the following circumstances and by taking the described steps.
- 5.2.2 You may cancel your Subscription by logging in and going to the 'My Account' page on the Site and clicking on the 'Cancel Subscription' (or similar) button or by sending an email to help@digl.uk Your Subscription will continue in effect from that date until the expiry of the then-current Subscription Term. On the expiry of the then-current Subscription Term, your Subscription will not renew and will come to an end. No further payments will be taken from you in connection with the Subscription. At that point, you will cease to be able to access your account on our Site, and the Subscription Services. In case you are switching to another provider, any remaining credit can be refund, upon request.
- 5.2.3 For the avoidance of doubt, if you simply delete or close down your account on the Site, but do not follow the necessary steps set out in clause 5.2.2, your Subscription will not be terminated, it will continue to renew, and you will continue to be charged.

5.3 Digi Telecom rights of suspension, cancellation and termination

- 5.3.1 If the Customer subscribes to one or more Services requiring an Installation and does not proceed with this Installation within thirty (30) days following their Subscription, the Contract with Digi Telecom will be cancelled.
- 5.3.2 If you materially or persistently breach any of your Contract, we may immediately do any or all of the following (without limitation):
- (a) issue a warning to you;
 - (b) temporarily or permanently withdraw your right to use the Site;
 - (c) suspend or terminate your account;
 - (d) suspend or terminate your Contract and Subscription;
 - (e) issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
 - (f) take further legal action against you; and/or
 - (g) disclose such information to law enforcement authorities as we reasonably feel is necessary to do so,
- and if we take any of the actions described in this clause 5.3.2, we will not be obliged to provide you with any refund or compensation.
- 5.3.3 Digi Telecom may also need to cancel your Subscription for legal, commercial, operational, or any other reasons. This includes (for example) if we no longer provide the Service that you have purchased. We will make best endeavours to give you reasonable prior notice in this circumstance, but this may not always be possible. If we terminate your Subscription in accordance with this clause 5.3.3 then we will refund you on a pro rata basis for the Subscription Fees paid by you that relate to the portion of your Subscription Term that has not yet expired but which (by reason of our cancelling your Subscription) you will no longer enjoy the benefit of. Any refund that is due to you under this clause 5.3.3 shall be made no later than fourteen (14) days from the date of termination and we shall pay such refund using the payment method you selected when you placed your order, unless you expressly agree otherwise.
- 5.3.4 During a period of any delayed or failed payment of a Subscription Fee then, in addition to the rights of Digi Telecom as set out in clause 5.3.2 and 4.3.2, Digi Telecom shall also have the right to suspend Service provision to the Customer pending payment of the overdue sums. The Service shall be reconnected and reactivated within twenty four (24) hours of full payment of the overdue sums. Additionally, if the overdue payment that remains unpaid for a period of thirty (30) days or longer after its due date, then Digi Telecom has the right to terminate the Customer's Contract immediately on written notice. Suspension or termination as contemplated in this clause 5.3 does not relieve the Customer of their continued obligation to pay the debt owed to Digi Telecom.

5.4 Effects of Cancellation / Termination

Following cancellation of your Contract for any reason set out in this clause 5:

- 5.4.1 Digi Telecom will send you a written confirmation via e-mail to confirm the Contract termination date;
- 5.4.2 the Contract between you and us will come to an end;

- 5.4.3 all rights granted to you under your Contract shall cease; and
- 5.4.4 your access to the Service will likewise and immediately be cancelled, terminated or suspended.

6. ACCEPTABLE USE

- 6.1 Each Customer is bound to strictly comply with Digi Telecom's Acceptable Use Policy which you can review at any time at www.digi.uk.
- 6.2 Failure to comply with Digi Telecom's Acceptable Use Policy constitutes a material breach of your Contract which gives Digi Telecom a right of termination in accordance with clause 5.3.2.

7. CUSTOMER MOVING HOUSE

- 7.1 If the Customer changes residence, they must inform Digi Telecom of this by contacting our agents, via the Site, by telephone on 0044 1582 367070 or by e-mail on help@digi.uk. Digi Telecom may (but is not obligated to) agree to transfer a Service to the Customer's new address, provided that Digi Telecom possesses the technical means necessary for implementing the Service move, and provided that the Customer has no overdue Subscription Fees on their account.
- 7.2 If Digi Telecom does agree to transfer a Service to the Customer's new address then:
 - 7.2.1 another Installation may be required and the same provisions as set out in clause 3 shall apply in the same manner as they applied to the first Installation;
 - 7.2.2 an administrative service fee of £45 shall be charged to and payable by the Customer in advance of any move occurring; and
 - 7.2.3 the Customer may be required to take the original Hardware from the original address to the next address but, in any event, is obligated to comply with all instructions from Digi Telecom in relation to the same and the transition of the Service in general.
- 7.3 If Digi Telecom does not agree to transfer a Service to the Customer's new address then the Customer shall have the option to cancel their Contract in accordance with clause 5.2. Digi Telecom shall not owe any compensation to the Customer in this case.
- 7.4 If the Customer leaves their residence without requesting cancellation or transfer of their Contract with Digi Telecom, then the original Contract at the original address remains active and the Customer remains bound to fulfil all of their obligations, including payment of Subscription Fees which shall continue to be raised and payable unless and until the Contract is properly terminated in accordance with clause 5.2.

8. SERVICE PROVISION, MAINTENANCE AND OUTAGE

- 8.1 Digi Telecom shall strive, using all available means, to guarantee access to its Services in accordance with the Contract. However, Digi Telecom gives no guarantee, express or implicit, with regard to faultless and interruption-free functioning of the Service, nor as to the capacity of the Service to fulfil the Customer's expectations or needs. Within this framework, Digi Telecom is bound by a best-efforts obligation.
- 8.2 For the proper functioning of the Services, Digi Telecom may need to perform maintenance operations that could lead to a temporary interruption of the Services. Digi Telecom may not be held liable within this framework. Digi Telecom will do everything in its power to perform these maintenance operations outside of high-traffic hours.

- 8.3 In the event of a complete service interruption lasting more than eight (8) hours due to an uninterrupted network failure, the Customer may be entitled to legal compensation if all applicable legal conditions are met. This stipulation applies exclusively to internet access Services.
- 8.4 In line with clause 8.3, the Customer may request for compensation if:
- 8.4.1 The Customer has subscribed to an internet Subscription intended for Customers, in the case of an interruption within the zone corresponding to the Service Installation address;
 - 8.4.2 The Service interruption must meet the following conditions: (a) lasts more than eight (8) consecutive hours, calculated from the time Digi Telecom notifies the competent authority or an initial report is issued by a third party; (b) is total, preventing any transmission (excluded but not limited to: simple degradation or partial interruption do not qualify for compensation); (c) results from an uninterrupted network failure, affecting the network's arrival at the residence (excluded but not limited to: issues related to modem malfunctions, internal wiring, or terminal equipment failure); (d) is caused by a specific incident.
- 8.5 The Customer must report the incident and/or submit compensation requests within five (5) days of the outage resolution by contacting Digi Telecom via email.
- 8.6 Compensation will be calculated as 1/30th of the monthly Subscription Fee for each twenty four (24) hour period of interruption.
- 8.7 Compensation will be issued as a credit note or discount, at Digi Telecom's sole discretion. No legal compensation will be due (non-exhaustive list) if:
- 8.7.1 the incident is due or attributable to the Customer's actions or negligence;
 - 8.7.2 the incident arises from a force majeure event (meaning, an event that is outside the control of Digi Telecom – such has a fire or flood);
 - 8.7.3 a technical solution offered, even if temporary, is accepted by the Customer; and/or
 - 8.7.4 the delay between the initially scheduled appointment and the rescheduled appointment is due to a request by or absence of the Customer.

9. INTELLECTUAL PROPERTY

- 9.1 "Digi Telecom" (and combinations thereof) are trademarks and/or registered trademarks of Digi Telecom. "Digi", "My Digi" (and combinations thereof) are registered trademarks used by Digi Telecom under valid authorisation. All of the software and applications made available by Digi Telecom (for example, My Digi) are protected by the intellectual property legislation. All rights are reserved.
- 9.2 The Customer undertakes to use the intellectual property rights of Digi Telecom only in the authorised manner and only as absolutely necessary for the purposes of receiving the benefit of the Subscription and Services.
- 9.3 No part of the Site, Subscription or Services (including, without limitation, any text, designs, graphics, photographs and images contained in or on them) may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way by any Customer for any non-personal, public or commercial purpose without Digi Telecom's prior written consent.

10. LIABILITY

- 10.1 Liability of Digi Telecom

- 10.1.1 Nothing in these General Terms and Conditions excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, and any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
 - 10.1.2 If we fail to comply with these General Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these General Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed the Site or purchased a Subscription.
 - 10.1.3 The Site and the Subscription Services are provided for general information purposes only. They are not intended to amount to advice on which you should rely.
 - 10.1.4 We only supply the Site and the Subscription Services for domestic and private use and, accordingly, you agree not to use the Site and the Subscription Services, or any content on either, for any commercial or business purposes. For the avoidance of doubt, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - 10.1.5 We do not guarantee that the Site and the Subscription Services will be wholly secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access the Site and the Subscription Services and we recommend that you use your own virus protection software.
 - 10.1.6 We assume no responsibility for the content of websites or mobile applications linked to from any content within the Site and the Subscription Services (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites or mobile applications. We will not be liable for any loss or damage that may arise from your use of them.
 - 10.1.7 Our aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with your use of or access to the Site and the Subscription Services, whether in contract, tort (including negligence) or otherwise shall not exceed the lower of: (i) amount of the Subscription Fees paid by you for the Subscription Term during which the liability arose; and (ii) one hundred GBP (£100).
 - 10.1.8 Nothing in these General Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens Advice Bureau or Trading Standards office.
- 10.2 Liability of the Customer
- 10.2.1 The Customer will make best efforts to ensure that all of the users having access to the Services respect the obligations set out in these General Terms and Conditions. The Customer will assume full responsibility for any other person whom it permits to access the Service.
 - 10.2.2 The Customer is solely responsible for protecting the secrecy and confidentiality of their PIN codes and passwords associated with their account and/or access to the Services. If the Customer permits another person to access or use these, then the Customer is liable and responsible for any losses or damages that arise out of that unauthorised use.
 - 10.2.3 The Customer shall take all necessary measures in order to prevent cybercrime and viruses, and regularly change their passwords while respecting the security standards recommended by SafeOnWeb: <https://safeonweb.be/en/use-strong-passwords>

11. ASSIGNMENT

- 11.1 The Customer can assign their rights and obligations resulting from the Contract to a third person for certain Services, subject to Digi Telecom's prior written approval. If Digi Telecom accepts this assignment, the new holder of the Contract assumes all of the rights and obligations deriving from the Contract, including any payments and compensations. Moreover, the Customer and the new holder must complete and sign an assignment form available from Digi Telecom.
- 11.2 Digi Telecom has the right to freely transfer all or part of its rights and obligations deriving from the Contract to a third party of its choice, without the Customer's consent. If we assign the Contract we will provide thirty (30) days' prior notice and if you are not happy with this, you may cancel the Contract by providing us with notice prior to the assignment and we will provide a pro rata refund of pre-paid fees in respect of any period falling after the date of termination.
- 11.3 Change of Operator – One Touch Switch. If the Customer switches to Digi Telecom from another broadband provider or vice versa, the switch will be managed by the new provider under the Ofcom "One Touch Switch" process. If the switch is delayed or the service is interrupted for more than one working day, or if switching related service or installation appointment is missed, the Customer is entitled to automatic compensation without any prior request, under Ofcom's rules and within the period set out in Ofcom's General Conditions of Entitlement.

12. COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION (ADR)

12.1 Complaints submitted to Digi Telecom

- 12.1.1 The Customer can send any complaint to Digi Telecom either by using the contact form on the Site, or by post to the attention of the Customer Care Department via:
- (a) Website: www.digi.uk/contact
 - (b) Email: help@digi.uk
 - (c) Phone: 0044 1582 367070
 - (d) Post: 12 New Fetter Lane, London, United Kingdom, EC4A 1JP
- 12.1.2 Digi Telecom aims to respond within five (5) working days. If the Customer's complaint is not resolved within six (6) weeks, or we issue a "deadlock letter", the Customer may take it to ADR.
- 12.1.3 For complaints relating to an invoice, the Customer has a period of thirty (30) days following the debit from their bank account or from the receipt of the invoice to contest the amount. Once this deadline has passed, the invoice will be regarded by Digi Telecom as having been definitively accepted.
- 12.1.4 The payment remains eligible on the agreed date, unless the Customer has submitted a complaint to the ADR that is declared to be admissible, in accordance with clause 12.2 of these General Terms and Conditions. In case of suspension of the Service, the Customer has a period of five (5) calendar days following the suspension to submit a complaint. Failing this, the Customer may not claim indemnification from Digi Telecom due to said suspension.

12.2 Alternative Dispute Resolution

12.2.1 If the Customer remains dissatisfied with the way Digi Telecom handled a complaint that they formulated, he can submit a complaint to the ADR. Digi Telecom is a member of is a member of Centre for Effective Dispute Resolution scheme (**CISAS**) and this free and independent service can be contacted at:

- Email: cidas@cedr.com Phone: +44 (0)20 7520 3814
- Post: CISAS, Centre for Effective Dispute Resolution, 100 St. Paul's Churchyard, London, EC4M 8BU
Website: <https://www.cedr.com/consumer/cisas>

12.3 Proof

12.3.1 For any request posed by the Customer to Digi Telecom, such as to subscribe to a Service, activate an option, or change Service, Digi Telecom records and preserves these requests in its computer system.

12.3.2 The Customer acknowledges that such recordings are regarded as official proof of the Customer's requests to Digi Telecom.

13. **DATA PROCESSING**

Digi Telecom processes your personal data in accordance with the privacy policy available at www.digi.uk.

14. **CHANGES TO THESE GENERAL TERMS AND CONDITIONS / YOUR CONTRACT**

14.1 To the extent permitted by applicable law, and subject to clause 14.2, Digi Telecom reserves the right to modify the terms and conditions of your Contract in the event of:

14.1.1 a legal, operational or commercial need to change the Services provided;

14.1.2 a legal, operational or commercial need to change the Subscription Fee;

14.1.3 change in law that affects the provision of the Services; and/or

14.1.4 changes in taxes, duties, fees, tariffs, rent or any other operating or commercial costs or expenses applicable to Digi Telecom whether as a result of inflation or otherwise.

14.2 Digi Telecom will provide at least thirty (30) days' advance written notice of any change contemplated in this clause 14. If you do not accept the proposed change, you may terminate your Contract without penalty and without early termination charges, prior to the commencement of the next Subscription Term. If you choose to cancel your Contract in accordance with this clause, your Service will continue in effect on existing terms and at its existing price until the date of termination. The thirty (30) day notice period quoted in this clause may need to be shorter if the change is due to a change in law or for security reasons.

15. **SECURITY AND INTEGRITY OF THE NETWORK**

15.1 Digi Telecom implements technical and organisational measures in accordance with the standards of the industry in order to guarantee the security of its network and its Services. In the event of security threat or abuse of the Service, Digi Telecom can change the Customer's login or password by informing the latter of this change. Digi Telecom will inform the Customer personally if there is a security threat and may advise the Customer on protective measures to be taken.

15.2 If Digi Telecom detects abuse or fraud on the part of the Customer or of a third party using its Service, Digi Telecom can take steps against the Customer, including suspending or cancelling the Service in order to protect the network.

- 15.3 If the breach does not cease or the Customer fails to take any measure necessary to remedy it, Digi Telecom can - without prejudice to its right to claim damages - cancel the Contract. If a Customer is using their own modem / equipment (instead of the Digi Hardware) and this causes disruptions for one or more users, or fails to meet established technical and security requirements, Digi Telecom reserves the right to suspend the Customer's Services.

JURISDICTION AND APPLICABLE LAW

- 15.4 These General Terms and Conditions and the Contract that you have with Digi Telecom are governed by the law of England and Wales. This means that your use and/or access to the Site, Subscription and/or Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.
- 15.5 You may bring any dispute which may arise under these General Terms and Conditions and/or your Contract to, at your discretion, either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the United Kingdom, which courts are (with the exclusion of any other court) competent to settle any of such a dispute. We shall bring any dispute which may arise under these General Terms and Conditions to the competent court of your country of habitual residence if this is within the United Kingdom or otherwise the competent court of England.
- 15.6 As a consumer resident or domiciled within the United Kingdom, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these General Terms and Conditions affects your rights as a consumer to rely on such mandatory provisions of local law.