



1. Legal Framework

These Terms and Conditions shall apply to Your use of the website located at www.inONE.com and associated sites ("the inONE Site").

By using the inONE Site You agree to be bound by the terms and conditions set out below. If You do not wish to be bound by these terms and conditions You should not use the inONE Site.

We may change these Terms and Conditions from time to time and so You should check these regularly. Your use of the inONE Site will be deemed an acceptance of the terms existing at that time.

As part of Our commitment to ensuring the inONE Site is one You want to visit time and time again We welcome your comments on any of the policies or rules set out below. To contact Us please use the Feedback Form on the inONE Site.

1. Definitions

"You" means you, the user of the inONE Site and "Your" shall be interpreted accordingly. "We/Us" means INONE Limited of 9 Queens Road, Bournemouth, Dorset, BH2 6BA, United Kingdom (except in sections 6 and 11) and "Our" shall be interpreted accordingly. "inONE Site" shall have the meaning as set out above. "User Information" means the personal details, which may be provided by You to Us via the inONE Site. "Users" means the users of the inONE Site collectively and/or individually as the context admits. "Website" means a site on the World Wide Web.

2. Acceptable Use

You agree that any use by You of the inONE Site shall be in accordance with the following conditions:

2.1 You will not post or transmit through the inONE Site any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive. Always treat other Users with respect.

2.2 You will not post or otherwise make available on the inONE Site any material, which You do not own without the express permission of the owner of the material.

2.3 You will not copy, download, reproduce, republish, frame, transmit in any manner whatsoever, any material on the inONE Site except as is strictly necessary for the explanation of any issue you are having with the service provided by Us.

2.4 You will not do anything that affects the operability or security of the inONE Site or causes unreasonable inconvenience or offence or disruption to our staff.

3. Third Party Websites

3.1 You acknowledge and agree that We are not responsible for the availability of any third party Websites or material You may access through the inONE Site.

3.2 We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such Websites or material.

3.3 Any dealings between You and any third party advertisers or merchants found on or via the inONE Site, including payment for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are made between You and the relevant advertiser or merchant. Therefore, We are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings. Where You purchase goods or services directly from Us, section 11 of these terms and conditions will apply.

4. Intellectual Property

4.1 All copyright, trade marks and all other intellectual property rights in all material or content supplied as part of the inONE Site shall remain at all times vested in Us or Our licensors. You are permitted to use this material or content only as expressly authorised in writing by Us or Our licensors. You will not, and You will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame,

commercially exploit or create derivative works of such material or content.

4.2 If You become aware of any such distribution or commercial exploitation, You agree to notify Us immediately.

4.3 You acknowledge that by posting materials on the inONE Site You grant to Us and Our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials both within the inONE Site and in any other manner. The licence extends to copying, distributing, transmitting, and adapting and editing the materials.

5. Liability for and information provided on the inONE Site

5.1 Material which is posted on any bulletin boards or chat forums is written by Users and We are not responsible for and do not endorse such material. We reserve the right to monitor the contributions made and may respond to or comment upon communications made by You and edit, refuse to post, or remove any content from the bulletin boards and chat forums in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by Us.

5.2 We will not be held responsible or liable for the content, accuracy, timing or reliability of any information or statements contained within the inONE Site, or for statements, advice and/or opinions made or given by Users on the bulletin boards and chat forums (except as required by law). If You have any claim arising from the actions or statements of another User, You agree to pursue such a claim only against that User and not from Us.

5.3 We will endeavour to provide the inONE Site using all reasonable care. Except as required by law, We will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of the inONE Site and do not promise that the material contained in the inONE Site, or any of the functions contained in the inONE Site or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

5.4 We will be liable for any fraudulent misrepresentations We make and for any death or personal injury caused by Our negligence. We will not be responsible or liable to You for any other loss or damage that You or any third party may suffer as a result of using or in connection with Your use of the inONE Site.

6. Privacy

6.1 We shall comply with all applicable UK data protection legislation from time to time in place in respect of any personal information relating to You gathered by Us.

6.2 You may be asked to input information about yourself on different pages of the inONE Site. We will not use the information You provide to Us for any purpose that is not set out in Our Privacy Policy, other than as stated at each location where such information is requested.

6.3 Please use the Feedback form or the Contact update form on the inONE Site to notify Us of any changes to the information You have previously given or if You wish to withdraw Your consent to Our using Your User Information for the stated purposes or for any form of promotional contact.

6.4 In this Section 6 We means INONE Limited and company which (i) is controlled by INONE Limited or (ii) which controls INONE Limited and for this purpose "Control" means the power of a person to secure that the affairs of another are conducted in accordance with its wishes and Controlled shall be construed accordingly.

7. Safety

We give Our continuing commitment to ensuring through Our policy of safety that You can use the inONE Site with confidence. When using the inONE Site, in particular any bulletin boards or chat forums, You should always take the following precautions:

7.1 keep Your identity private. Do not give out Your full name, postal address, telephone number, e-mail address, the name of Your school or any other information (other than that specifically requested by Us), that could help someone discover Your actual identity;

7.2 never meet someone You meet online;

7.3 do not reply to any messages that are hostile, rude or inappropriate, or in any way make You feel uncomfortable.

8. Indemnity

If you are a business User, You agree to indemnify Us, and/or any of Our affiliates and Our and their

officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by You or any other liabilities arising out of Your use of the inONE Site.

9. Termination

We reserve the right immediately to terminate Your use of the inONE Site if You breach or We have reasonable grounds to believe that You are likely to breach these terms and conditions or You otherwise engage in conduct which We determine in Our sole discretion to be unacceptable.

10. Feedback

Should You wish to make any comments to Us about the inONE Site or if You have any questions relating to the same, please contact Us using the Feedback Form on the inONE Site.

11. inONE Purchases

In this section 11, "We/Us" means INONE Limited. The contract of sale exists between You and Us. These terms and conditions cover all sales made through the inONE Site (other than purchases made directly on third party Websites that are linked to the inONE Site - in which case the contract of sale will exist between You and the third party, and the terms and conditions of such third party Website shall cover such sale).

11.1 Prices, description and availability of goods

Prices are subject to change without notice and all goods are sold subject to availability and only for the duration that they appear on the inONE Site. Where goods are temporarily out of stock We will contact You so that You may choose between a refund on the item or having it shipped when it is back in stock or selecting an alternative product. Colours may vary slightly from those shown on the inONE Site due to the limitations of Internet technology. Orders are accepted at Our sole discretion and We maintain the right to decline orders without giving an explanation.

11.2 Payment methods

You may order online using a credit or debit card (We accept Switch, MasterCard, Visa Credit and Debit and Solo) or by monthly bank payments such as Standing Order or Direct Debit. All prices are in pounds sterling. We do not take the payment for Your order when you place the order via the inONE Site; We do so only when Your order is ready for dispatch. If the dispatch of Your order cannot be fulfilled or is delayed, You will be notified.

11.3 Delivery

We will normally aim to deliver Your selected goods within five working days to the delivery address which You supply. We will inform You if Your order cannot be fulfilled or if delivery is delayed. Deliveries to Northern Ireland, Channel Islands, Isle of Man, Northern Scotland, Orkney Isles, Outer Hebrides, and Shetland Isles or to countries outside the UK may take slightly longer.

11.4 Cooling off period and cancellation / returns

At inONE We want You to be delighted with Your purchase, but if this is not the case, You may return any items to us at your own cost to INONE Limited, 9 Queens Road, Bournemouth, Dorset, BH2 6BA, United Kingdom within 14 days from receipt of delivery, and, provided You comply with the terms and conditions outlined below, We will issue a product refund or, if you prefer, a replacement. Your statutory rights are unaffected. Product refunds will only be issued for products returned in an undamaged new condition. If You reject goods which are proven by Us to be faulty We will bear the reasonable transportation costs of returning such goods. Further details of how to cancel Your order are included in the delivery note.

11.5 Queries and complaints

Should You have a query or complaint relating to a service or product please contact Customer Services by:

E-mail: help@inONE.com

Telephone: 09067 303070 (Calls are charged at one British pound per minute for calls originating

within the UK) (our lines are open from 9am until 5pm five days a week).

We aim to:

- Deal with the problem as efficiently as possible
- Advise You what could be done and how long it will take to resolve the issue
- Keep You informed throughout the process.

11.7 Security

We take security seriously and take every reasonable precaution to protect Your personal information both online and offline. Information requested when registering or ordering goods (including Your credit / debit card details) is encrypted with SSL (Secure Socket Layer), the industry standard encryption software. To help us keep Your personal information secure You agree to keep Your password secret. You also agree to notify us and the relevant credit card company or other affected organisation (in accordance with their procedures) as soon as You become aware of any breach in security and to comply with any reasonable instructions that they or We may give You.

We will take reasonable care (to the extent that it is within our power to do so) to keep the details of Your order and payment secure but we cannot promise that security breaches will never occur. Our entire liability to You (including for negligence) regarding any security breach will be to try to prevent its continuance or repetition once the problem is drawn to Our attention.

11.8 Liability

To the extent permitted by law any products We provide for sale are provided on an "as is" basis and We make no representations or warranties of any kind as to the accuracy, completeness, satisfactory quality or suitability for any purpose of the information or any of the products contained on the inONE Site.

11.9 Registration and Promotional Information

Registration is not required to use the inONE Site. To speed up future purchases and avoid retyping Your details You may register with INONE Limited and We will store your personal details securely with access protected by a User name and password. When registering You may opt to receive promotional and/or marketing information about other products, services and offerings from Us, our affiliated companies and/or third parties which are available via INONE Limited. If You wish to receive these without ordering please register anyway. If You no longer wish to receive such marketing or promotional materials You may opt-out of receiving these communications by emailing Us at "no-mailings@inONE.com"

12. Customer Zone

Section 12 applies to visitors to the Forum zone section of the inONE Site in addition to the terms and conditions which precede and follow this section. Attention is drawn in particular to paragraph 2 (acceptable use) and paragraph 5 (liability for information provided on the inONE Site) above.

12.1 Registration, etc

In order to participate in parts of the Forum zone, including the Forum chat rooms and message boards, registration is required. You must be an INONE Limited Customer in order to register as the primary user but can nominate secondary users provided they are part of the same company or household and they consent. To register as the primary user, you are required to provide us with accurate and complete details. You must also choose a user name and password. Any secondary user you nominate must also provide a user name and password which must be different to that of the primary user.

12.2 User name and password

When choosing a user name, a minimum of six and a maximum of 40 alphanumeric characters must be used. URLs, Domain Names, underscores, full stops and any of the following characters - =[];#,.!'"£\$%^&*()+{}:@~<>? must not be used.

When choosing a password a minimum of seven and a maximum of 25 characters including both alphanumeric characters and must be used without any spaces. It is advisable not to use obvious

dictionary words, eg password or consecutive numbers or letters or obvious personal information such as children's name, pet's name or date of birth. The password should not be the same as the user name, name or email address and should not be re-used when choosing a new password.

Each registered user is responsible for the security and proper use of their user name and password and must not disclose either. It is each registered user's responsibility to change their password immediately if they believe it has been compromised. It is also advisable to change these details frequently even if not considered compromised.

12.3 Termination or suspension

We may suspend or terminate a user's Forum zone registration if these terms and conditions are breached, in particular paragraph 2 (acceptable use).

13. General

13.1 Invalidation, etc

If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.

13.2 Governing Law

These terms and conditions are governed by English law. Disputes can be dealt with by the English courts.

13.3 Third Party Rights

These terms and conditions apply between Us and Users. No other person is entitled to benefit under these Terms and Conditions.