

Join Direct Connection - for a monthly charge of £5.95 (INC VAT)

Please complete this form and send it to the address below.

Please give your details:-

Title: _____ First Name: _____ Second Name: _____ Age: _____

Address: _____

Postcode: _____ Tel Day: _____ Tel Eve: _____

Please choose your game.com User ID

Your game.com User ID gives you Internet access and forms the first part of your Email address. So if you selected jo-soap your email address would be jo-soap@dircon.co.uk. Choose a User ID with a minimum of 3 and a maximum of 8 characters. You may use letters (lowercase only), numbers and hyphens but spaces are not allowed

1st Choice

2nd Choice

I agree to subscribe to Direct Connection's Service under the applicable terms and conditions overleaf.

Signature: _____ Date: _____

Direct Connection special offer for home PC users

Direct Connection have put together a special offer for game.com users who also have a home PC that they would like to connect to the Internet.

For a monthly charge of just £14.95 (inc VAT) you can get both your game.com AND your home PC on-line.

Please tick if you would like to take advantage of the special offer.

Please choose your home PC User ID

1st Choice

2nd Choice

I agree to subscribe to Direct Connection's Service under the applicable terms and conditions overleaf.

Signature: _____ Date: _____

My home PC uses Win 3.1 Win 95 Mac System 7.1 Mac System 7.5+ I would like software on CD Disk

Complete this section if you want to pay by Credit Card

Title: _____ First Name: _____ Second Name: _____

Card Type: Visa/Mastercard/Amex Card No: Expiry Date: _____

Card Statement address(if different than above): _____

I authorise you until further notice to charge my credit card unspecified amounts in respect of The Direct Connection Ltd. as and when they become due

Signature: _____ Date: _____

Complete this section if you want to pay by Direct Debit

To the Manager: _____ Bank/Building Society: _____

Address: _____

Postcode _____

Branch sort code: Account Number: Name of Account holder:

Please pay Direct Connection Ltd. Direct Debits from the account detailed on this instruction subject to the safeguards assured by The Direct Debit guarantee

Signature: _____ Date: _____

Originators Identification Number

7 2 6 0 5 6



Martin House, 1 Tranquil Vale, Blackheath Village, London SE3 OBU
Sales: 0800 072 0000 Fax: 0181 297 0399 E-mail: sales@dircon.net http://www.dircon.net

1 INTERPRETATION AND DEFINITIONS

- 1.1 This contract governs the provision of Direct Connection service to the customer.
- 1.2 In this contract the following terms shall have the respective meanings assigned to them (words in the plural include the singular and vice versa):
"TDC Ltd." means The Direct Connection Limited;
"The Service" means the services provided by TDC Ltd. to enable the customer to access the Internet and, where applicable, any services and facilities provided by TDC Ltd in connection with the Service;
"Customer" means the person, or group of people, who receive the service from TDC Ltd. under the terms of this contract;
"ID" means the unique account identity issued to each customer;
"Terminal" means all equipment and software used by a customer to receive the service;
"Subscription fee" means the amount payable by the customer for access to the service;
"Charges" refers to money owed by the customer as a result of using any charged facility or service.
- 1.3 These terms and conditions are subject to the laws of England and the customer hereby submits to the jurisdiction of the English Courts.

2 PROVISION OF TDC SERVICE

- 2.1 The service shall comprise of such services and facilities provided at such times, during such periods and in such circumstances as TDC Ltd. shall decide from time to time.
- 2.2 The customer's access to the service may be occasionally restricted to allow repairs, maintenance, implementation of new facilities and archiving.
- 2.3 Any application or request made by the customer to TDC Ltd. for any change in service must be made in writing, unless both TDC Ltd. and the customer agree upon another method of notification.

3 RIGHTS RESERVED BY TDC Ltd.

- 3.1 To alter or amend its arrangements for the customer's access to the service,
- 3.2 To give instructions about use of the Service which TDC Ltd thinks reasonably to be necessary in the interests of safety, or of the quality of Service to TDC Ltd's other customers and any such instructions shall whilst they are in force, be deemed to form part of this contract.

4 USE OF THE SERVICE

- 4.1 The customer shall not, nor permit any other person to, use the Service:
 - 4.1.1 to send or receive any material which is abusive, indecent, obscene, defamatory, racist, offensive, menacing or in breach of confidence, copyright or any other rights;
 - 4.1.2 to cause annoyance, inconvenience or needless anxiety
 - 4.1.3 other than in accordance with the acceptable use policies of any connected networks and the Internet Standards
 - 4.1.4 to send unsolicited advertising or mailshots of any kind;
- 4.2 The customer may not assign, transfer or 'sub-let' his or her right of access to the service.

5 ACCESS TO THE SERVICE

- 5.1 TDC Ltd. shall not be held responsible for the customer's inability to access the service due to incompatibility between a customer's terminal equipment and any equipment used by TDC Ltd.
- 5.2 The customer will still be liable to any charges for the service if they become unable to access the service for any period of time.
- 5.3 TDC Ltd. shall not be held liable for any inability to access the service due to faults in any communications network between the customer and TDC Ltd.

6 CHARGES FOR THE SERVICE

- 6.1 TDC Ltd. shall collect any charges relating to facilities available on the service.
- 6.2 TDC Ltd. may alter the subscription fee or any of its charges at any time by giving notice of the change on the service before the new charges are levied against the customer.
- 6.3 The subscription fees are payable in advance and are not refundable, except where stated otherwise.
- 6.4 Charges and subscription fees shall be payable on demand.
- 6.5 TDC Ltd. shall collect any charges accrued by the customer or anyone using the customer's ID at any time.
- 6.6 Charges are exclusive of value added tax unless otherwise stated.
- 6.7 Charges and subscription fees do not include charges for any communications service used to connect the customer to the service unless otherwise stated.
- 6.8 TDC Ltd. shall charge interest on any unpaid amounts at a rate decided by TDC Ltd. from time to time.
- 6.9 Cheques returned unpaid by the customer's bank shall incur a administration charge.

7 TERMINATION AND SUSPENSION OF SERVICE

- 7.1 If a customer:
 - 7.1.1 fails to pay any subscription fees or charges;
 - 7.1.2 is the subject of a bankruptcy order;
 - 7.1.3 fails to follow any part of this or any contract that it holds with TDC Ltd.;

- 7.2 TDC Ltd. may (without prejudice to any other right or remedy):
 - 7.2.1 suspend the customer's access to the service whilst the customer continues to pay any of the charges and subscription fees
 - 7.2.2 after giving written notice, terminate the contract between the customer and TDC Ltd. The unused portion of the customer's subscription fee will not be returned.
- 7.3 TDC Ltd. may terminate the customer's access to the whole or any part of its services at any time and for any reason by giving written notice and returning the unused portion of the subscription fee.
- 7.4 The customer may terminate their access to the service by providing written notice.
- 7.5 Any notice of cancellation/termination the customer sends will take effect at the end of the calendar month in which the notice was received.
- 7.6 If for any reason the contract between the customer and TDC Ltd. is terminated the customer shall remain liable for all outstanding charges and subscription fees and this contract shall continue to cover any material sent by the customer for as long as it remains on the service.

8 LIMITATION OF LIABILITY

- 8.1 TDC Ltd. has no obligation, duty or liability for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.
- 8.2 The customer acknowledges that TDC Ltd has no control over the information transmitted via the Service and that TDC Ltd does not examine the use to which customers put the Service or the nature of the information they are sending or receiving. TDC Ltd hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.
- 8.3 TDC Ltd. is, in no circumstance, liable in contract or otherwise for direct or indirect loss of business, revenue profits, savings, wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatever.
- 8.4 In any event TDC Ltd.'s liability shall be limited to the amount the customer has paid in respect of service for the subscription period in which the incident or series of incidents occurred.
- 8.5 The customer shall indemnify TDC Ltd. against any claims, legal proceeding and expenses (including legal fees), arising from the Customer's use of the Service which are brought or threatened against TDC Ltd by another person.
- 8.6 In the event of any part of this agreement being held inapplicable or unreasonable, the remainder of the agreement shall remain in full force and any clause held inapplicable or unreasonable shall be enforced to the fullest extent possible.
- 8.7 TDC Ltd. may at any time, with immediate effect, modify these terms and conditions by publishing the amended service agreement on the service.

9 SERVICE OF NOTICE

- 9.1 Any written document shall be deemed to be given or served by TDC Ltd. on the day that it is emailed to the customer's User ID or posted to, or left at, the address given by the customer for receiving bills.
- 9.2 Any information published on the service, including changes to subscription fees or charges, shall be deemed to be given or served by TDC Ltd. on the day that it is published.

10 FORCE MAJEURE

- 10.1 TDC Ltd. shall not be held liable for any breach of this contract caused by circumstances out of its control including Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (where or not involving its employees), extremely severe weather or acts of local or central Government or other competent authorities.

The Direct Debit Guarantee

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, you will be told of this in advance by at least 14 days, or as agreed.
- If an error is made by Direct Connection Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your Branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



BUSINESS REPLY SERVICE
Licence No LON 7774

1



Direct Connection

Martin House
1 Tranquil Vale,
Blackheath Village,
LONDON
SE3 OBR

**PRE-PAID ENVELOPE FOR
71-529 GAME.COM CART - INTERNET (UK VERSION)
715290002QN2TUE-01**