TALKTALK CUSTOMER TERMS AND CONDITIONS

These terms and conditions apply to all residential customers when they take services from us. There are additional terms and conditions that apply when you take a particular service from us, which are set out below.

We've tried to make these terms and conditions easy to understand. If you have any queries that aren't dealt with here, please see our help pages (www.talktalk.co.uk/help).

These terms and conditions replace all previous versions and were updated on 5th October 2026 and any updates will apply from this date.

1 INTRODUCTION

1.1 We're TalkTalk Telecommunications Limited. Our address is Soapworks, Ordsall Lane, Salford Quays, Salford, M5 3TT. Our company registered number is 17131056. We provide telephony, broadband, TV and mobile services.

1.2 Your agreement:

(a) starts when we accept your first order for a service from us and ends as set out in paragraph 15; and

(b) consists of these customer terms and conditions and any applicable service terms and conditions outlined below:

(i) TalkTalk Telephony Terms And Conditions;

(ii) TalkTalk TV Terms And Conditions;

(iii) TalkTalk Broadband, Part Fibre and Full Fibre Terms And Conditions; and

(iv) TalkTalk Mobile Terms And Conditions.

1.3 Certain services may be provided as a bundle, whilst other services may be provided on a standalone basis. Unless we tell you otherwise, our mobile service will never be bundled with another service.

1.4 If you can't access a document referred to in these customer terms and conditions, you can request a copy by contacting us (see paragraph 19 below).

2 ORDERING SERVICES FROM US

2.1 If you order services from us:

(a) you confirm you're at least 18 years old; and

(b) we may:

(i) ask for proof of identity and address; and

(ii) carry out credit and identity checks on you.

2.2 We try to complete orders as soon as possible but delays may occur, which we'll tell you about as soon as we can.

2.3 Some services (or certain parts) may not be available to you (e.g. if you fall outside the reach of, or are not connected to, our network, the services at your location don't meet our minimum performance requirements, we consider it too difficult to provide you with the services (which we'll usually determine after completing a site survey) or if you try to use a device abroad). We'll tell you if this applies to you.

2.4 We may need to perform tests to check whether services are available to you and we may need to temporarily deactivate your telephone line whilst we do this. We'll tell you before we do this.

2.5 If we transfer your service from or to another provider, you may experience a temporary loss of your services.

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2.6 If you ask us to port your telephone number from or to another provider, we'll try to do this wherever possible. If we can't, we'll tell you your options.

3 CHANGING YOUR MIND

3.1 You may cancel your order by contacting us (see paragraph 19 below):

(a) in the first 20 days after our acceptance of your order, if you made your order before 23 January 2023;

(b) in the first 14 days after our acceptance of your order, if you made your order on or after 23 January 2023; or

(c) if you've ordered equipment, such as a set top box, a powerline adapter or a mobile device, in the first 14 days after receipt of such equipment.

3.2 If you do cancel, you must return any equipment provided to you (such as a router) within 14 days of cancellation. If you don't return the equipment, you'll have to pay the full equipment price, excluding any discounts you've received (if you subsequently return the equipment, we'll refund any amount you've been charged for it).

3.3 We'll advise how to return equipment when you cancel. You'll be responsible for the cost of return.

3.4 If the returned equipment is worth less than its original value due to use or damage, your refund will reflect this. If you've opened the packaging of a mobile device, this may reduce its value.

3.5 If you follow the above cancellation procedure, you'll receive a refund:

(a) within 14 days of your cancellation; or

(b) if we've sent you equipment, within 14 days of us receiving the returned equipment (or evidence that you've sent it).

3.6 Please note:

(a) you can't cancel Boosts on their own under this paragraph 3 (see paragraph 11 for further details about Boosts);

(b) we may have discounted certain equipment or services or provided them for free. If so, and we still have to pay someone else for these (e.g. we have to pay Openreach and/or any other supplier, who we rely on for certain services, a fee for installing a new line at your premises) you may have to pay us the difference between what you paid and what we have to pay;

(c) if you asked us to provide a service before the end of the applicable cancellation period stated in paragraph 3.1 above, you must pay for any service you receive up to disconnection of that service;

(d) if you want to cancel outside the applicable cancellation period stated in paragraph 3.1 above, you must do so in accordance with paragraph 15; and

(e) if you order a new service from us before the minimum period of the service that you are currently on has ended and you then change your mind, you will be put back onto the service (or an equivalent) that you were on previously and the minimum period you were on before will still apply.

4 WHEN A SERVICE STARTS AND ENDS

4.1 A service starts on the date it goes live and ends as set out in this agreement.

4.2 Some of our services have a minimum period starting from your go live date, which will be no longer than 24 months and which we'll tell you about when you order. This means you may be charged a fee to compensate us for our losses if you end the service before the end of that minimum period. Details of the fee you'll be charged can be found at www.talktalk.co.uk/cancel.

4.3 If we agree to renew or upgrade any service, a new minimum period may apply from the date of your renewal or upgrade. We'll tell you if this is the case.

5 ENGINEER VISITS

5.1 If you agree to an engineer visit, someone over 18 must be present.

5.2 We may charge a fee (the cost of which we'll tell you about before the visit) if:

(a) the engineer can't complete their inspection as they can't access the property or equipment;

(b) on inspection:

(i) the property or your equipment is unsafe;

(ii) we determine that no fault exists; or

(iii) we reasonably believe a fault was caused by you, your equipment or your property; or

(c) we have to undertake work over and above what we would usually carry out (e.g. we have to move your telephone master socket or, you don't consent to this work, and we can't provide the relevant service).

5.3 If you ask us to upgrade a service, but don't consent to necessary engineering work, you'll stay on your current service.

5.4 You may re-schedule an installation visit once without incurring a fee as long as you tell us by any deadline we give you. If you cancel an installation visit, we may charge a fee, which we'll tell you about before you cancel.

5.5 If we need to cancel or change the time of an engineer visit, we'll give you as much notice as we can.

5.6 If we perform engineering work at your property, we won't reverse this work when your services end.

6 USE OF THE SERVICES

6.1 You may not use your services, or allow your services to be used:

(a) for business purposes, unless otherwise agreed in writing;

(b) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;

(c) to download, possess or transmit in any way illegal material;

(d) to engage in criminal, illegal or unlawful activities;

(e) to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;

(f) to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;

(g) via a device allowing the routing or re-routing of such services on, from or to our network; or

(h) in such a way, or in such amount, that will have an adverse impact on our network (or any part of it), our customers or our brand or that contravenes any of our applicable acceptable use policies or general internet standards.

6.2 All of our services that enable you to make calls allow you to access the emergency services by dialling 112 or 999. The identity of your telephone number will be sent to the emergency services when we set up your telephone line and if you contact them.

6.3 Our services are provided to many customers and we owe them a duty as a whole to preserve our network integrity and to avoid network degradation. Although we don't normally measure and shape traffic, if we consider it necessary, we may, in limited circumstances, have to change the services, or manage your use of, or access to, the services as we see fit. This may impact

the quality of the services. Our current traffic management policy is set out at www.talktalk.co.uk/traffic-management.

6.4 You may set, and change, a monthly allowance on your account to help control your spending (please visit My Account at www.talktalk.co.uk/myaccount for further details). We can't always stop you exceeding your allowance (e.g. there may be a delay between you exceeding your allowance and our systems processing it). If you do exceed your allowance, we'll tell you as soon as we can and we may:

(a) stop you from renting films and making calls (except for calls to the emergency services); and

(b) charge you for use above your allowance.

6.5 Certain services are provided by third parties (e.g. the Netflix service). To use these services, you may need to download a third party app and accept their terms and conditions and/or privacy policy. You may need a mobile device to access such third party services. We will tell you if this is the case and what the minimum service requirements are.

6.6 If you ask us, we'll exclude your details from national directories and directory enquiry services.

7 EQUIPMENT PROVIDED BY US

7.1 To receive a service you may need to use certain necessary equipment provided by us and this may include a router or a set top box.

7.2 For any such necessary equipment provided to you as part of an order, renewal or upgrade on or:

(a) before 4 October 2024, all such equipment will be owned by us apart from the following equipment which you will own:

(i) any router, mesh networking device, set top box and/or digital voice adapter that we send you as part of a new service with us; and

(ii) any equipment that you have paid for,

and if we choose to replace your router or set top box outside of any warranty period (which is usually 12 months) without charging you for it, we'll own such replacement equipment, unless we agree otherwise; or

(b) after 5 October 2024, all such equipment will be owned by us apart from any such equipment that you have paid for, and you will be charged for not returning in full and in reasonable condition any equipment that we own when asked to do so.

7.3 You agree that in order to provide a service to you we can:

(a) install, keep and use any necessary equipment at your home;

(b) enter your premises for the connection, maintenance, modification, replacement or removal of any such equipment; and

(c) if applicable, connect remotely to any such equipment to manage, repair or upgrade it.

7.4 We only provide the equipment we tell you we'll provide. Other equipment may be available from us at an additional cost. If you want to buy such equipment, we'll confirm the price when you order.

7.5 We're only responsible for, and can only support, equipment provided by us during the period of the applicable contract with us. We can't guarantee that the services will work with other equipment and certain equipment may be restricted to use only on our network or with a certain package offer. We will tell you if this is the case.

7.6 You must look after our equipment and not tamper with it, keep all original packaging and store and use it in accordance with the manufacturer's instructions. If you damage it or the packaging is lost, you may need to pay for it. You may need to return our equipment to us and we'll tell you if this is the case.

7.7 Equipment may be 'as new', which means it's been refurbished or repackaged but looks and operates as if new.

7.8 We're under a legal duty to supply equipment that is in conformity with this agreement. Any equipment we send you will be as described. You must inspect equipment on receipt and tell us about any issues within 30 days. We'll tell you what to do next. If we ask you to return equipment, you must do so within 30 days of our request. We'll send you a pre-paid bag in which to return the equipment.

7.9 We may ask you to install certain equipment yourself, in which case we'll send you instructions. If you can't, or don't want to do this yourself, we'll send an engineer if you ask for one. Other equipment needs to be installed by an engineer. We'll tell you if this applies. We may charge for these engineer visits, which we'll tell you about before the visit.

7.10 If you need, or are required, to return any equipment to us, and are unsure how to do this, please contact us (see paragraph 19 below). You're responsible for this equipment until we receive it. If we don't receive it, we may charge you for it.

7.11 You may not connect equipment to our network that may harm it or other customers' equipment or services. If you do, you must immediately disconnect it, or allow us to, at your expense.

8 WHAT WE BOTH WILL DO

8.1 We'll use reasonable skill and care in providing the services but, given the nature of the services, we can't guarantee that they'll be continuously available or error free (e.g. there may be geographical, atmospheric or environmental factors that affect the services).

8.2 We try to keep your data and communications secure; however, for reasons beyond our control, these may be unlawfully intercepted. If they are, we'll investigate and advise on next steps.

8.3 You must:

(a) comply with our, and our representatives', reasonable instructions about the services;

(b) have all necessary consents or permissions required for us to provide a service (e.g. permission to lay cables from the street to your home or, if you're a tenant, your landlord's consent);

(c) tell us if you change your name, your address, your email address, your payment details or anything else which we may need to know about;

(d) keep usernames, passwords and PINs safe; and

(e) use our services in accordance with any applicable fair use policies we tell you about, including at www.talktalk.co.uk/fairusepolicy, which may be updated by us.

8.4 Whilst any anti-virus software or other security features provided by us should be effective, we can't guarantee they always will be. You should back up your data to protect against loss or corruption.

9 CHARGES AND PAYMENT

9.1 We'll tell you the charges for the services when you order or they'll be as detailed in any applicable service terms and conditions or on our pricing page (www.talktalk.co.uk/pricing). These charges may include a charge for:

(a) installing a new line and/or equipment at your premises;

(b) connecting you to our network; and

(c) re-connecting you to our network if you've been disconnected.

9.2 For any broadband, part fibre or full fibre service that you ordered, renewed or upgraded on or before 11 August 2024, each year a price increase will be applied to your charges except when we've agreed otherwise with you. We'll tell you when the price increase applies for each service. The increase will be rounded to the nearest penny and will be calculated by multiplying your existing charges by the combined percentage figure of both:

(a) the Consumer Price Index rate figure published by the Office for National Statistics in January of the relevant year (but not including any negative rates); and

(b) 3.7%.

9.3 Unless we've agreed otherwise with you, for any broadband, part fibre or full fibre service that you ordered, renewed or upgraded between 12 August 2024 and 15 November 2025, a price increase of £3 per month will be applied to your charges from the first day of April each year.

9.4 Unless we've agreed otherwise with you, for any broadband, part fibre or full fibre service that you order, renew or upgrade on or after 16 November 2025, a price increase of £4 per month will be applied to your charges from the first day of April each year.

9.5 You're responsible for paying all charges that you, and any person accessing your services, incur.

9.6 We, or a third party on our behalf, will send you a bill for services, usually within 30 days of them starting. After that, we'll usually bill you monthly.

9.7 We normally send bills in advance except for usage charges (e.g. call charges), which are billed after they're incurred. Charges for periods of less than a month are calculated on a pro-rata basis.

9.8 You'll receive bills in electronic form, unless you tell us you want paper bills. If you choose paper, we'll charge you an additional amount, which we'll tell you about when you request the change.

9.9 Bills must be paid by direct debit. If they're not, we may charge you a reasonable fee to cover our costs. We'll collect payments on the date shown on your bill. If payment is rejected, we may:

(a) charge you a reasonable fee to cover our costs; and

(b) lower your credit limit with us.

9.10 All charges include VAT, unless otherwise agreed.

9.11 If you think your charges are wrong, you must tell us immediately so we can investigate. You must pay all undisputed charges. We won't suspend or end a service whilst we investigate disputed charges.

9.12 If you don't pay any undisputed part of your bill by the due date, we may:

(a) charge a reasonable administration fee or interest on the overdue amount at 4% a year above the base rate of HSBC Bank plc from time to time. Interest shall accrue daily from the due date to the date of actual payment, whether before or after a court judgment; and

(b) notify credit reference agencies of your non-payment.

9.13 At the end of a service, all outstanding sums and any cancellation charges, including those we may incur from a third party for disconnecting your service, will become immediately due and payable.

10 CREDIT CONDITIONS

10.1 If we're unsure of your credit history, we may ask you for a deposit or impose credit conditions. If you don't pay this deposit or you break these conditions, we may:

(a) require you to make a payment to pay off any unpaid charges or to cover future charges;

(b) place, or change, a credit limit on your account; or

(c) suspend, restrict or disconnect your services.

10.2 We may keep your deposit until your agreement ends and may use it at any time to pay unpaid charges. We don't pay interest on deposits.

10.3 If you exceed a credit limit, you'll be liable for all charges, including those exceeding your credit limit. If you'd like to discuss increasing your credit limit, please contact us (see paragraph 19 below).

10.4 We may also set, or change, a credit limit, if your usage is significantly different to a typical customer.

11 PROMOTIONS AND BOOSTS

11.1 Where we offer promotions or Boosts, there may be additional terms and conditions that apply, which we'll tell you about when you order. By taking these promotions or Boosts, you agree to these additional terms and conditions.

11.2 Boosts have a minimum duration of one month and you'll continue to receive them:

(a) after this period until you tell us you want a Boost to stop by giving us at least 48 hours' notice; or

(b) until we tell you we're going to stop a Boost, or any part of a Boost, by giving you at least 48 hours' notice,

in which case we'll give you a pro-rata credit for any charges paid.

11.3 Unless you tell us 48 hours before the end of your billing period, you may be charged for the following month as well.

12 CALL MONITORING

12.1 We, or our representatives, may monitor or record your communications:

(a) for business purposes, such as quality control and training;

(b) to prevent unauthorised use of our systems;

(c) to ensure effective systems operation; and

(d) in order to prevent or detect crime.

13 OUR LIABILITY TO YOU

13.1 We're only liable for losses that could reasonably be expected to occur when we entered into this agreement.

13.2 Whether or not losses could reasonably be expected to occur when we entered into this agreement, we're not liable for:

(a) loss of data or information;

(b) business losses, such as loss of profits or loss of revenue;

(c) loss of income;

(d) loss of your time;

(e) problems caused by other network operators/providers of telecommunications services;

(f) losses caused by third party services, applications, equipment or goods, content or viruses that you access or use through the services; or

(g) the failure of any alarm or monitoring (including health) system or any other services, applications equipment or goods not provided or supplied by us that you try to run over our network or services.

13.3 Our total liability to you shall be limited to £5,000 for any one incident or series of related incidents.

13.4 Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law.

14 OUR RIGHTS TO SUSPEND, RESTRICT OR DISCONNECT THE SERVICES

14.1 We may suspend, restrict or disconnect any, or all, of the services, including equipment or goods provided or supplied by us, if:

(a) our network breaks down or needs maintenance;

(b) you break or we reasonably suspect that you've broken any important term of your agreement (e.g. paragraph 6.1 or paragraph 8.3(e));

(c) you fail to pay your bill or any charges within 7 days of our reminder;

(d) we're required to for legal or regulatory reasons;

(e) we're no longer able to provide a service (or any part of it);

(f) you're abusive or threatening, make unreasonable demands on us, including on our time, or abuse our processes;

(g) we suspend or restrict a related service;

(h) your usage of the services is in excess of what we'd expect from a typical customer;

(i) your SIM card is lost or stolen; or

(j) we believe your services or your credit or debit card have been used fraudulently.

14.2 Where we suspend, restrict or disconnect a service, your agreement will continue and, unless we've suspended, restricted or disconnected under paragraphs 14.1(a), 14.1(d) or 14.1(e), we may require you to pay:

(a) our reasonable costs for suspending or restricting the services and resuming them; and

(b) your charges.

15 HOW EITHER OF US CAN END A SERVICE OR YOUR AGREEMENT

15.1 If you want to end a service or your agreement with us, please contact us (see paragraph 19 below). If any service is in its minimum period, you may have to pay a fee as set out in paragraph 4.2. If you want to cancel your order with us, please follow the procedure in paragraph 3 above.

15.2 If you want to end a service or your agreement with us outside the minimum period you will have to contact us in writing or by phone to give 30 days' notice; however, if you're transferring to another telephone or broadband provider, we'll accept that you've given us sufficient notice when we receive notice from them. Unless we tell you otherwise, we will give you 30 days' written notice if we want to end a service outside the minimum period.

15.3 You may immediately end your agreement by giving us written notice:

(a) if we break any important term of your agreement and don't fix it within 45 days of being asked to do so, subject to paragraph 20; or

(b) as set out in paragraph 16.2.

15.4 We may immediately end your agreement by giving you written notice if:

(a) we're entitled to suspend, restrict or disconnect any, or all, of the services under paragraphs 14.1(b), 14.1(c), 14.1(d), 14.1(e), 14.1(f), 14.1(g) or 14.1(h);

(b) we believe your services are being used fraudulently; or

(c) you become bankrupt, enter into an individual voluntary arrangement or anything similar.

15.5 If either of us ends a service and/or your agreement:

(a) any equipment or goods provided or supplied by us may be permanently disconnected or restricted depending on the circumstances e.g. if you haven't paid your bill;

(b) any unused goodwill credits will be used to pay outstanding charges on your account. If any remain after we've accounted for all outstanding charges, the goodwill credits will be cancelled; and

(c) any positive credit balance will be used to pay outstanding charges on your account. If you still have a positive credit after the deductions for outstanding charges, we'll tell you how to claim it.

15.6 Certain services are dependent on other services (e.g. you can only take our TV service if you continue taking our broadband service). If we or you end one service we may need to end another. If this is the case, we'll tell you.

16 MAKING CHANGES

16.1 We may need to change your services, equipment, charges or agreement for legal, regulatory or business reasons. If so, we'll tell you about this in writing or by publishing a notice or updated terms and conditions on our website.

16.2 Except for any changes which are:

(a) a price increase referred to in paragraphs 9.2, 9.3, or 9.4 above;

(b) of an administrative nature and have no direct negative effect on you; or

(c) directly imposed by law or by a court or regulatory body with authority to do so,

we'll give you at least 30 days' written notice (by letter, email, SMS or via your monthly bill). If you object, you may end your agreement without charge (other than accrued charges), provided you contact us (see paragraph 19 below) within 30 days of receiving the notification. If the change is to your mobile agreement, you may only end your mobile agreement as this is a standalone agreement, unless we've told you otherwise.

17 MOVING HOUSE

17.1 If you're moving house and want to continue using the services, you must tell us at least 14 days before so we can cancel your old service. Further important information is available on our moving home page (www.talktalk.co.uk/movinghome), including that we may need to start you on a new contract and there may be an additional charge.

17.2 We'll try our best to transfer the services but, if we can't transfer some or all of them, and any are in the minimum period, you may have to pay the charges to the end of the minimum period.

18 HOW WE USE YOUR INFORMATION

18.1 We take privacy very seriously. We're committed to protecting and preserving any information you give to us and to being transparent about what information we hold and how we use it. We'll only use your information in accordance with our Privacy Policy (www.talktalk.co.uk/legal/privacy-policy), which you agree to by ordering or using a service.

19 CONTACTING EACH OTHER

19.1 If you can't find what you're looking for on our help pages (www.talktalk.co.uk/help) or by chatting to our online chat agents, you can contact us by telephoning customer services on freephone 0345 172 0088 or 0203 441 5550 or 2883 from a TalkTalk SIM. We will need to verify your identity before we can speak to you about your account. If the person contacting us is not the account holder, we can only provide limited information. If you want to write to us, or if any paragraph in your agreement requires you to give us written notice, you can do this at www.talktalk.co.uk/contactus or by post to TalkTalk Correspondence Department, PO Box 675, Salford M5 0NL.

19.2 If we need to contact you, we'll use your billing address, email address, mobile or fixed telephone number or any other method requested by you. If we have to give you written notice, we'll do so by email, SMS, hand or pre-paid post to the address or telephone number you've provided to us.

19.3 Any notice or document will be deemed to be delivered immediately (if delivered by hand) or 48 hours after posting (if sent by first class post). Notices given by SMS or email shall be deemed to be delivered when they're sent.

20 MATTERS BEYOND OUR REASONABLE CONTROL

20.1 We may not be able to provide a service (or part of a service) due to, or your service may be affected by, something beyond our reasonable control. In this scenario, we can't accept responsibility for what's occurred and we may need to suspend or terminate your service or agreement. If we terminate under this paragraph 20, you'll only be charged up to the point of termination.

21 RESOLVING PROBLEMS AND COMPLAINTS

21.1 If you're experiencing a problem with your services, see our help pages (www.talktalk.co.uk/help). If this doesn't help, please contact us (see paragraph 19 above) as soon as possible. You must give us the opportunity to resolve your problems and continue to pay your bills whilst we investigate.

21.2 If you have a complaint, please see our Code of Practice (www.talktalk.co.uk/legal/code-of-practice) and our Customer Complaints Code (www.talktalk.co.uk/complaintscode). These codes explain how you can complain to us, what you need to do to claim compensation and, if you're still unhappy, how you can settle your dispute by contacting an independent dispute resolution service or the European Commission's Online Dispute Resolution Platform. In certain circumstances, you will be entitled to automatic compensation (please see our help pages (www.talktalk.co.uk/help) for further details). Please note, you have additional rights as detailed in the Your Other Legal Rights section below.

22 YOUR OTHER LEGAL RIGHTS

22.1 In addition to the rights set out in your agreement and your right to compensation, you have other legal rights, including:

(a) in relation to goods and digital content that are faulty or not as described:

(i) the 30 day short-term right to reject;

(ii) the right to a repair or replacement;

(iii) the right to a price reduction; or

(iv) a final right to reject;

(b) in relation to services that are not performed with reasonable skill and care:

(i) the right to ask for repeat performance; and

(ii) if repeat performance is impossible, or not done within a reasonable time without inconvenience, the right to a reduction in price; and

(c) the right to bring a claim for breach of contract for 6 years from the date of breach.

22.2 The legal rights noted in this paragraph are the main legal rights we think you need to know about when you take our services but you have many other legal rights. The above does not constitute legal advice. If you need further advice, you should seek independent legal advice or contact your local Citizens' Advice Bureau or Trading Standards office.

22.3 Nothing in your agreement or your right to compensation affects these legal rights.

23 OTHER IMPORTANT TERMS

23.1 You may not transfer the whole or any part of this agreement or service to anyone else without our written consent. We can transfer the whole or any part of this agreement or service to any third party.

23.2 Each paragraph in this agreement operates separately. If any court or relevant authority decides that any paragraph is unlawful, the remaining paragraphs will remain in full force and effect.

23.3 If we fail to insist that you perform any of your obligations under this agreement, or if we don't enforce our rights against you, or if we delay in doing so, that won't mean we've waived our rights against you or that you don't have to comply with those obligations. If we choose not to enforce any of our rights, we'll tell you in writing. This doesn't mean we'll do the same in the future.

23.4 This agreement is between you and us. No other person shall have any rights to enforce any of its terms except for our group companies.

23.5 This agreement is governed by the laws of England and Wales. We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you're a resident of Northern Ireland you may bring proceedings in Northern Ireland, and if you're a resident of Scotland, you may bring proceedings in Scotland.

TalkTalk Classification: Private

TALKTALK TELEPHONY TERMS AND CONDITIONS

These are our telephony terms and conditions which, together with our customer terms and conditions, apply to all residential customers when they order telephony services from us.

1 ELIGIBILITY

1.1 To take telephony services from us, you must take a fixed telephone and broadband line from us.

2 OUR TELEPHONY SERVICE

2.1 When you take telephony services from us, we'll:

(a) switch you onto our network;

(b) provide a fixed broadband line and telephone service to you; and

(c) provide you with a telephone number.

2.2 You don't own any telephone number allocated to you. We may have to change this telephone number for various reasons, including if:

(a) we're instructed to by a regulator (e.g. Ofcom);

(b) we need to provide a new telephone line to your premises; or

(c) you move house.

If this is the case, we'll try to give you as much notice as possible.

3 ADDITIONAL CHARGES INFORMATION

3.1 Calls are:

(a) charged based on your agreed package and in accordance with our pricing page (www.talktalk.co.uk/pricing). Our pricing page contains other important information about what you can and can't do with the telephony services;

(b) calculated using details of calls logged and recorded by us and other operators, which can take up to 90 days;

(c) charged based on the rate applicable when the call was made; and

(d) charged, and inclusive minutes deducted, in one minute increments (with any part minutes rounded up to the nearest minute). Individual charges are rounded up to the nearest penny.

3.2 If your package has inclusive call minutes:

(a) you can only call someone else for one hour at a time, after which standard charges will apply; and

(b) any unused minutes from one month can't be carried forward.

3.3 You can make free calls to other TalkTalk landline customers as long as you:

(a) call for no more than three hours at a time, after which standard charges will apply;

(b) only call telephone numbers starting 01, 02 and 03; and

(c) don't use a call divert facility.

3.4 We may place certain restrictions on your telephone line (e.g. in relation to premium rate telephone numbers or texts, or on international telephone numbers). See our help pages (www.talktalk.co.uk/help) for further details. If you want restrictions removed, please contact us (see paragraph 19 above).

TalkTalk Classification: Private

TALKTALK TV TERMS AND CONDITIONS

These are our TV terms and conditions which, together with our customer terms and conditions, apply to all residential customers when they order TV services from us.

1 INTRODUCTION

1.1 We offer two TV services:

(a) TalkTalk TV, which allows you to watch TV Boosts, e.g. the Sky Sports Boost, on your set top box or on the TV2Go app. These terms and conditions apply to the TalkTalk TV service; and

(b) TalkTalk TV Store, which allows you to watch on demand content, e.g. movies and TV shows, on your set top box or internet enabled device by purchasing such content from the TalkTalk TV Store. Further information about the TalkTalk TV Store (including the TalkTalk TV Store terms and conditions that apply when you use the TalkTalk TV Store (www.talktalk.co.uk/talktalktvstoreterms)) can be found at https://www.talktalktvstore.co.uk.

2 ELIGIBILITY

2.1 To take TalkTalk TV services from us, you:

(a) must take, and continue to take, telephony and broadband services from us. If this stops, we will also stop your TV services; and

(b) agree to:

(i) the YouView platform terms and conditions that are available at www.youview.com/terms-conditions/product; and

(ii) any end user licence agreement provided with our set top box.

3 OUR TV SERVICE

3.1 If you take TalkTalk TV services then:

(a) we'll include certain channels and content in your Boosts, which we'll tell you about;

(b) we may have to change the channels and content we offer (e.g. because certain content is no longer made available to us). If so, we'll try to replace them with something else. We'll try to let you know in good time if this affects you;

(c) unless you're watching our TalkTalk TV service on the TV2Go app, you may only view it at your registered residential address;

(d) you must not:

(i) try to avoid any technical security measures we or others may have put in place;

(ii) make unauthorised or unlawful recordings of any content;

(iii) reproduce any content recording;

(iv) remove any proprietary notices from content;

(v) re-distribute or re-broadcast any content;

(vi) edit, modify, translate or create derivative works or adaptions of any content;

(vii) display any content in retail, business or commercial premises; or

(viii) sub-licence, transfer or assign any content to any third party;

(e) you may only view and record the TalkTalk TV service on our set top box; and

(f) you may lose your recordings if we have to replace your set top box, or if you stop subscribing to a channel that you made the recording from. In some very limited

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circumstances, you may also lose recordings if we have to upgrade or replace the software on your set top box.

4 EQUIPMENT

4.1 To get the TalkTalk TV service, you'll need an aerial and a TV that has a spare HDMI connection to plug our set top box in to.

4.2 You must connect your set top box to our network via:

(a) a direct wire to your router; or

(b) powerline adapters.

4.3 We're not responsible for your TV aerial. We recommend you check how good your reception is by going to www.talktalk.co.uk/tvaerial.

4.4 If you use a third party set top box, the quality of your TV experience may not be as expected.

5 ADDITIONAL CHARGES INFORMATION

5.1 We'll give you a PIN so you can order extra channels or content via your set top box (you can also do this via My Account at www.talktalk.co.uk/myaccount). You're responsible for the PIN and any charges arising from using it.

5.2 If you wish to connect your router to your set top box via powerline adapters, we can provide these to you for an additional charge.

6 WHAT ELSE WE NEED TO TELL YOU

6.1 We provide some TV content on a buy and keep basis. If you buy such content:

(a) subject to paragraph 6.1(b) below, you can watch it on your set top box and two other compatible devices via our TV2Go app; however, you can only watch this content in standard definition on the TV2Go app, even if you bought a high definition version to watch on your set top box;

(b) and subsequently stop being a TalkTalk TV services customer, you can continue to access this content via our TalkTalk TV Store service, provided you agree to TalkTalk TV Store's terms and conditions (www.talktalk.co.uk/talktalktvstoreterms); and

(c) we may block access to this content if you:

(i) don't pay for it; or

(ii) break your agreement in some other way in relation to that content.

6.2 We can't guarantee the accuracy or completeness of the electronic programme guide. It's your responsibility to check that the content being viewed is appropriate for the viewers. To assist, you can set up parental locks on certain content on the TV service (see our help pages (www.talktalk.co.uk/help) for more information).

TALKTALK BROADBAND, PART FIBRE AND FULL FIBRE TERMS AND CONDITIONS

These are our broadband, part fibre and full fibre terms and conditions which, together with our customer terms and conditions, apply to all residential customers when they order broadband, part fibre or full fibre services from us.

7 WHAT YOU NEED TO DO

7.1 If you're transferring to us from another provider, there may be charges that you'll need to pay, which we'll tell you about in advance.

7.2 You need to have a computer to receive the broadband, part fibre and full fibre services.

7.3 We may need you to install software on your computer; although we won't call and ask you to do this unless you've requested this. You should save and back up any data before installing this software. The software will give us access to your computer so we can diagnose and fix any problems you may experience. If you don't install the software, we may not be able to resolve such problems and we won't be responsible for any issues you may experience as a result of this.

7.4 You or we may need to modify your computer settings to make it work with the broadband, part fibre or full fibre service. You should check these modifications don't invalidate any computer warranty you may have. If they do, we won't be liable for any modification carried out by you, us or our representatives.

7.5 To use some of our services or equipment, you may also need to have a mobile device (this does not need to be supplied by us or on our network) to authenticate your login, as part of multi-factor authentication or to download applications that support the services or the equipment. Minimum requirements for the operating system or browser may apply, but we will tell you what these are, if this is the case.

8 WHAT ELSE WE NEED TO TELL YOU

8.1 When you order the broadband, part fibre or full fibre service, you'll receive a welcome pack from us that will include estimates of the following speeds that you can expect:

(a) normally available download and upload speed;

(b) minimum guaranteed download speed;

(c) minimum upload speed;

(d) maximum upload and download speed; and

(e) advertised (headline) upload and download speeds (if we've included them in our advertising).

8.2 If our estimates are below our minimum requirements, we won't be able to provide the broadband, part fibre or full fibre service to you.

8.3 We'll try to ensure you get the estimated speeds; however, we can't guarantee this. It may take up to two weeks from installation for your speeds to stabilise. If, after this period, you're regularly getting significantly lower download speeds, please contact us (see paragraph 19 above) so we can try to help improve your speed. By regularly we mean that your download speed falls below the minimum guaranteed download speed on a daily basis for at least three successive days (whether continuously or intermittently) after you reported the problem to us. We'll try to fix the problem, but you must follow our reasonable instructions when we try to do so (including how to measure the relevant download speed on your line).

8.4 If after 30 days following your reporting of the problem to us, your download speed still regularly falls below the minimum guaranteed download speed, you may cancel the service without penalty. The 'minimum guaranteed download speed' is the fastest speed achieved by the bottom 10% of similar broadband customers adjusted to account for the impact of network congestion at peak time (for example, if there are 10,000 customers like you, then we'd compare you with the 1,000 customers who get the lowest speeds and the minimum speed would be the fastest speed of those 1,000 customers).

8.5 If we give you access to an email account and an email address:

(a) you don't own them;

(b) we may need to change your email address; and

(c) if you leave us, you can't keep them.

8.6 If you don't log into your email account for 180 consecutive days, we may close your account. We'll try to tell you before we do this.

8.7 We may need to block access to, or delivery of, any apparently unsolicited communications (e.g. spam). We may also use virus screening technology that deletes or alters emails or attachments.

8.8 If we provide storage space on our systems, we may impose limits, which we may vary from time to time (e.g. on the number of email accounts available, the number of emails you can store or the size of attachments you can send). We may reject or delete material that exceeds your limits.

9 FULL FIBRE SERVICE

9.1 Installation of the full fibre service, including installation of equipment inside or outside of your premises, may require the consent of others, e.g. a landlord or your neighbour if you share a driveway. You're responsible for ensuring these consents are obtained before we install, or a third party on our behalf installs, the full fibre service, including equipment. If you fail to obtain these consents, we may end your service or agreement, remove our, or our third party's, equipment and recover our reasonable costs, e.g. engineer costs.

9.2 If you take the full fibre service, the following terms will also apply:

(a) if your full fibre service:

(i) includes telephony services, these services will be provided over your broadband connection instead of a phone line. You should make sure your router is on and plugged in so you can make and receive calls. If there's a power outage at your premises, if:

(A) you use battery back-up units provided by us, the battery back-up units are designed so that you'll be able to make and receive calls from your TalkTalk service using the voice port on your router for at least one hour on a corded phone that is connected directly to your router. After this, the battery back-up units will run out and you won't be able to make or receive calls (including to or from emergency services) from your TalkTalk service until the power has been restored; or

(B) you do not use battery back-up units, you won't be able to make or receive calls (including to or from emergency services) from your TalkTalk service until the power has been restored; or

(ii) doesn't include telephony services, you won't be able to access a phone line and you'll be unable to make or receive calls (including to or from emergency services) from your TalkTalk service;

(b) certain TalkTalk features may not be available and we'll tell you about this if this is the case;

(c) upload and download speeds will depend on various factors, e.g.:

(i) type of connection i.e. wired or wireless;

(ii) capability of your device or computer;

(iii) number of connected devices in your property; and

(iv) home environment; and

(d) it will replace your broadband or part fibre service if you already take one of these from us.

TalkTalk Classification: Private

TALKTALK MOBILE TERMS AND CONDITIONS

These are our mobile terms and conditions which, together with our customer terms and conditions, apply to all residential customers when they order mobile services from us.

1 ELIGIBILITY

1.1 To take mobile services from us, you, or someone at your address, must take telephony or broadband services from us. As we give you discounted charges for this, if this situation changes, we may increase your charges to our standard rates.

2 OUR MOBILE SERVICE

2.1 If you're transferring to us from another provider, and want to continue using your existing telephone number, you'll have to give us the Porting Authorisation Code (or PAC) from that provider (this code will only be valid for a limited period and can only be used once).

2.2 We:

(a) supply our mobile services in accordance with our Good Network Guidelines www.talktalk.co.uk/goodnetwork);

(b) may place certain restrictions on your SIM card (e.g. in relation to premium rate telephone numbers or texts, adult material or on international telephone numbers). See our help pages (www.talktalk.co.uk/help) for further details. If you want a restriction removed, please contact us (see paragraph 19 above);

(c) may need to change your SIM card, your telephone number or the network that our mobile services are provided from and we'll tell you if this is the case; and

(d) may place limits on the number of devices you can connect to our mobile service, which we'll tell you about prior to doing.

2.3 You:

(a) don't own any telephone number or SIM card allocated to you. You'll normally be able to transfer your telephone number to another provider but there may be technical reasons why this isn't always possible. We'll tell you if this is the case; and

(b) may not use the mobile service to artificially inflate traffic to any revenue share service.

3 MOBILE EQUIPMENT AND DEVICES

3.1 You're responsible for mobile equipment once you've received it from us.

3.2 Not all mobile devices can receive our mobile services. Please contact us (see paragraph 19 above) to see if your mobile device is compatible.

3.3 Unless we tell you otherwise during the order process, we don't support mobile tethering, which is when a mobile device is used to supply internet access to other mobile devices.

3.4 If you buy a SIM only tariff, your current mobile device may be locked to another network. To unlock it, you may need to obtain an unlocking code from your current provider. If you enter an incorrect code, you may permanently block your device. We accept no liability for this.

4 ADDITIONAL CHARGES INFORMATION

4.1 Charges are based on your agreed package and calls, texts and data are charged in accordance with our mobile pricing page (www.talktalk.co.uk/mobilepricing) and our Price Guide (available on our mobile pricing page (www.talktalk.co.uk/mobilepricing)). These contain other important information about what you can and can't do with the mobile services.

4.2 If:

(a) you ask us to provide any additional services not included in your plan, we may charge for these. We'll tell you the charges before you order them;

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(b) you change your plan (e.g. when upgrading or moving to a promotional offer), any unused part of your monthly allowance will be lost;

(c) you return a call from your voicemail, it'll be charged as if you directly called the number; and

(d) your SIM card is lost, stolen or used in an unauthorised way, you'll have to pay any charges incurred until we've suspended it. If you have to replace your SIM card, you'll have to pay a charge as set in our Price Guide (available on our mobile pricing page (www.talktalk.co.uk/mobilepricing)).

4.3 Inclusive calls, SMSs, MMSs (if included in your allowance) and data usage will be set against your monthly allowance in the order in which they're received from our network.

4.4 You can monitor your usage through My Account or the My TalkTalk app. You can track how many minutes, texts or data you've used and see your remaining allowance. Please take note of the time and date that your usage was updated and the current time and date as there may be a delay between you exceeding your allowance and our systems processing it. If you do exceed your allowance, we'll tell you as soon as we can and we may charge you for use above your allowance.

4.5 Standard SMSs contain up to 160 characters. Some mobile devices allow you to send more than 160 characters, in which case the SMS will be turned into, and charged as, an MMS. Only standard SMSs are included in inclusive text allowances. Standard SMS prices exclude premium rate, international, roaming, reverse charged and long text messages.

4.6 You can send long texts, pictures and videos using MMS texts. MMS texts are limited to 300kb. If an MMS text contains multiple media items, you'll be charged for the most expensive (e.g. if an MMS text contains a picture and video clip, you'll be charged the video message price).

5 WHAT ELSE WE NEED TO TELL YOU

5.1 If you're:

(a) abroad:

(i) and want to roam (make calls, send texts or use the internet), you'll have to request this by contacting us (see paragraph 19 above). We may ask for a deposit before allowing roaming;

(ii) you'll be charged for calls received and made; and

(iii) you may not be able to use your voicemail; and

(b) using the mobile services near the border of a third party network of another country outside of the UK, you may be connected to such network and may be charged as if you're roaming in that country.

5.2 Roaming will be charged as set out in our mobile pricing page (www.talktalk.co.uk/mobilepricing) unless we tell you otherwise. Such roaming will not form part of any monthly allowance, unless it is within the European Union or European Economic Area subject to our Fair Use Policy (www.talktalk.co.uk/fairusepolicy), which may be updated by us. It may take longer for roaming charges to be billed.

5.3 Access to overseas networks will depend on our arrangements with foreign operators. Overseas networks may be limited in quality and coverage.