

# Broadband, EFM and Leased Line Services | Terms and Conditions

## Broadband Services

### 1. The Provision of the Broadband Services

1.2. These Broadband Services Conditions are supplemental to the general Conditions under which the Supplier provides the Broadband Services. Any defined terms in the Conditions shall apply to these Broadband Services Conditions unless stated otherwise.

1.3. These Broadband Services Conditions cover the provision by the Supplier to the Customer of the Broadband Services.

1.4. The Supplier can only provide Broadband Services in areas of the United Kingdom in which it is technically able to offer Broadband Services from time to time.

1.5. In order to use the Broadband Services, the Customer will need an existing BT analogue telephone line and a personal computer of a minimum specification as per clause 5. The Customer must also ensure that compatible cables and extension leads are used to and from telephone sockets, modems and PCs in order to use the Broadband Services. The Customer acknowledges that the Supplier is dependent upon certain third parties to install and provide the Broadband Services. The Customer also acknowledges that there may be technical limits that prevent the Supplier from delivering an operational service to the Customer. The Supplier will use its reasonable endeavours to provide the Broadband Services to the Customer at the access rate the Customer chooses but, due to congestion within the network, the ability of the Customer's BT line to carry data services, distance from the exchange; the speed of service may be reduced at times.

1.6. The Customer must cancel any other broadband services supplied by another provider through the BT telephone landline that the Customer wishes to use to receive the Broadband Services and the Customer's BT telephone landline at the Customer's location must be clear of the Customer's former supplier's broadband service.

Alternatively, the Customer must provide the Supplier with a valid migration code to transfer the broadband service from the Customer's previous supplier.

1.7. The Supplier does not undertake to provide the Broadband Services on a fault free basis. If a fault occurs, the Customer must report the fault by telephone, electronic mail or in writing to the Supplier as soon as reasonably practicable. The Supplier will use its reasonable endeavours to correct any defect or fault in the Broadband Services as soon as reasonably practicable. The Supplier will inform the Customer as soon as reasonably practicable of any periods of downtime in respect of the Broadband Services.

1.8. The Supplier will not be responsible for any faults arising from the Customer's premises or equipment or as a result of the Customer's. A £180 + VAT call out charge will be applied to engineering visits where the fault is found not to be attributable to the Supplier or where an engineer attends and find no fault.

1.9. The Supplier may suspend the Broadband Services including during scheduled periods of downtime where necessary for operational reasons such as repair, maintenance or improvement of the Broadband Services or because of an emergency. The Supplier will use its reasonable endeavours to restore the Broadband Services as soon as it reasonably can after suspension.

1.10. From time to time it may be necessary for third party suppliers to make changes, modifications or repairs to its network or other products or services which the Supplier utilises in the provision of the Broadband Services. The Customer shall provide such reasonable assistance and access to enable this to happen, and the Supplier accepts no liability in respect of the Broadband Services arising directly or indirectly from any downtime, fault or failure of any third party networks, products or services.

1.11. The Supplier may, for operational or other reasons, change any codes or the numbers allocated to the Customer or the specification of the Broadband Services but any such changes will not materially affect the Broadband Services.

1.12. The Supplier reserves the right to vary the Content (as defined in clause 4.3 below) from time to time at its sole discretion and does not guarantee or warrant that any particular item or items of Content will be available at any given time or at the commencement of the Broadband Services.

1.13. The Supplier may immediately suspend the Customer's access to the Broadband Services in the event that any Charges become overdue for payment.

1.14. If the Customer currently receives a broadband service from an alternative supplier the Customer is responsible for any contractual agreement the Customer has with such supplier and any costs, charges or other liabilities the Customer may incur for terminating the Customer's current agreement.

### 2. Charges

2.2. The Customer shall pay the Charges for the Broadband Services in accordance with this Contract. The Charges shall initially be calculated at the rates specified on the application form or published in the Supplier's price lists. All charges are exclusive of any VAT.

2.3. In addition to any other Charges payable under the Contract:

2.3.1. The Supplier will charge £50 + VAT to reinstate lines that have been ceased due to late or non-payment of any Charges;

2.3.2. If the Customer changes address, the Customer may transfer the Broadband Services to the Customer's new address on payment of the moving fee of £50 + VAT.

2.3.3. Charges for the Customer's Broadband Services will be incorporated into the Customer's monthly invoice. The Supplier will send the Customer's invoice to the address on the Customer's registration details. The Supplier also reserves the right to send the Customer's invoice by email every month.

2.3.4. The Supplier will charge a £50 + VAT disconnection fee should the Contract be terminated by the Supplier due to late or non-payment of Charges.

2.3.5. In the event that all telephone lines used as part of the Services have transferred away or ceased but the Broadband Services are still being provided within the Contract the Customer's current tariff will increase by £3 + VAT.

2.3.6. The Supplier will charge a £50 + VAT cancellation fee should the agreement be terminated within the agreed contract period length from the Commencement Date. Where the Broadband Services constitute fibre-optic broadband, the Supplier will charge a cancellation fee of £100 + VAT should the Contract be terminated within the agreed contract period length from the Commencement Date.

2.3.7. If the Customer terminates the Contract for the provision of Broadband Services with the Supplier and does not request and use a MAC, the Supplier reserves the right to charge, and the Customer

agrees to pay the Supplier a cessation fee to cover any cancellation charge that the Supplier is required to pay to BT and any associated administration costs of the Supplier.

2.3.8. The Supplier will apply a reasonable monthly charge (as set out in the Tariff Guide) if the Customer's telephone line is incompatible with the Supplier's Next Generation Network or if the telephone exchange that serves the Customer's telephone line has not been upgraded to support our Next Generation Network.

### 3. Equipment

3.2. The Customer will ensure that any equipment that the Customer attaches (directly or indirectly) to, or uses with, the Broadband Services is technically compatible with the Broadband Services and that its use does not breach any relevant legislation or telecommunications industry standards. The Customer will maintain any such equipment in good working order so that it operates effectively with the Broadband Services.

3.3. Minimum system requirements:

3.3.1. Windows 98 SE (Second Edition), Windows Me (Millennium Edition), Windows, 2000 or Windows XP or Macintosh operating system versions 9.1 or later

3.3.2. 1GHz or above CPU

3.3.3. A minimum of 20 GB available hard disk space

3.3.4. A minimum of 500 MB RAM

3.3.5. An available Ethernet port

### 4. Use of the Broadband Services

4.2. The Broadband Services are provided solely for the Customer's business use and the Customer must not resell or attempt to resell the Broadband Services (or any part of it) to any third party. In addition, if the Customer has a mail server, the Customer must not allow relay emails from outside the Customer's domain from the Customer's mail server.

4.3. The Supplier does not warrant or guarantee the accuracy or completeness of any of the information, sound, software and any other materials (in whatever form) and services made available to the Customer as part of the Broadband Services (the "Content") or any further information or results which may be derived from it. The Customer acknowledges that the Customer will not rely on any Content in making any business or other decision and that the Customer's use of the Content is at the Customer's sole risk.

4.4. There may be additional conditions (either the Supplier's or those of a third party) displayed on line relating to particular Content and its use. To the extent that these conditions place obligations on the Customer, they will also form part of this Contract should the Customer access such Content.

4.5. The Customer is entirely responsible for evaluating any goods or services offered by third parties via the Broadband Services or on the Internet. The Supplier will not be a party to or in any way be held responsible to the Customer for any transaction between the Customer and third parties.

4.6. The Customer warrants that any information the Customer makes available on its website, both yours ("Customer Information") or that of a third party ("Third Party Content") is and will remain wholly accurate and will not include any information or material, any part of which, or the accessing of which or use of which, would be a criminal offence or is otherwise unlawful.

4.7. The Customer also warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities and relevant licences which relate to the provision of the information on the Customer's website including those notified by the Supplier to the Customer.

### 4.8. the Customer must not use the Broadband Services:

4.8.1. in a way that breaches any legislation or any licence applicable to the Customer or that is in any way unlawful or fraudulent; or

4.8.2. to deliver, knowingly receive, upload, download, use or re-use any information or material which is abusive, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights; or

4.8.3. to send or procure the sending of any chain letters or unsolicited advertising or promotional material ("spamming"); or

4.8.4. in a way that does not comply with our specific instructions.

4.8.5. to propagate computer worms or viruses

4.8.6. to attempt to gain unauthorised entry to any site or network

4.8.7. to distribute child pornography, obscene or defamatory material

4.9. The Customer will fully indemnify the Supplier against all losses, damages, amounts paid by way of settlement, costs and expenses (including legal fees) of whatsoever nature suffered or incurred by the Supplier arising out of or in connection with any actual or potential claims or legal proceedings against the Supplier by a third party because of the Customer's use of the Broadband Services in breach of the provisions of this Clause 5. The Supplier shall notify the Customer of any such claims or proceedings and inform the Customer regularly as to the progress of such claims or proceedings.

4.10. The Customer acknowledges that Broadband Services are provided to other users and the Supplier owes a duty to these users as a whole to preserve network integrity and avoid network degradation. If, in the Supplier's reasonable opinion, it believes that the Customer's use of the Broadband Services has or may adversely affect such network integrity or may cause network degradation the Supplier may manage the Customer's transmission speed, the type of traffic the Customer are passing, and/or suspend the Customer's service.

4.11. The Supplier's Fair Usage Policy applies to the provision of the Broadband Services. If the Supplier believes that the Customer's use of the Broadband Service is adversely affecting its network (or any part of it) or its other customers use of the Broadband Services or if the Customer's usage is significantly different from what the Supplier would expect from a business customer, the Supplier reserves the right to manage or regulate the Customer's usage in accordance with the Fair Usage Policy. The Supplier will not impose any restrictions on the Customer or impose an additional charge without prior notice. If after the Supplier has sent the Customer notice, the Supplier believes that the Customer's use of the Broadband Service continues to adversely affect its network (or any part of it) or its other customers use of the Broadband Services or if the Customer's usage continues to be significantly different from what the Supplier would expect from a business customer then the Supplier may (without liability):

4.11.1. Restrict the Customer's download and upload speeds;

4.11.2. Apply additional charges for additional high bandwidth usage;

4.11.3. Suspend the Customer's Broadband Services; and

4.11.4. terminate the Customer's Broadband Services.

4.12. The Supplier may require the Customer to reimburse the Supplier for any reasonable and foreseeable losses, costs and expenses which the Supplier incur as a direct result of the misuse of the Broadband

Services either by the Customer or by someone the Customer has knowingly or recklessly allowed to use the Broadband Services.

### 5. User names and Passwords

5.2. The Customer must ensure that user names and passwords used in connection with the Broadband Services are kept confidential and are only used by authorised users. The Customer must inform the Supplier immediately if the Customer knows or suspects that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. The Customer must not change or attempt to change a user name without our written consent of the Supplier.

5.3. The Supplier reserves the right (at its sole discretion):

5.3.1. to suspend user names and password access to the Broadband Services if at any time the Supplier thinks that there has been or is likely to be a breach of security; and

5.3.2. to ask the Customer to change any or all of the usernames and passwords the Customer uses in connection with the Broadband Services.

5.4. The Customer must inform the Supplier immediately of any subsequent changes to the information the Customer provides to the Supplier when the Customer registers for the Broadband Services.

5.5. The Customer accepts and acknowledges that the Broadband Services, like other Internet applications, are not secure and the Supplier does not guarantee the prevention or detection of any unauthorised attempts to access the Broadband Services. EFM, Leased Line & Fibre Optic Network Connection (City Fibre)

6. Provisions of the EFM, Leased Line & Fibre Optic Network Connection (City Fibre) Services

6.2. In addition to the Broadband Services Conditions these following conditions apply to the provision of the EFM, Leased Line & Fibre Optic Network Connection (City Fibre) Services

6.3. For the avoidance of doubt, these additional conditions are also supplemental to the general Conditions under which the Supplier provides the Services. Any defined terms in the Conditions shall apply to these Broadband Services Conditions unless stated otherwise.

7. Where the Services include the EFM, Leased Line & Fibre Optic Network Connection (City Fibre) Services, these Services are provided on a minimum period of 60 months from the and may be terminated by the Customer on giving no less than 6 months' written notice to the Supplier, such notice to expire no earlier than the end of the initial 60 month period.

8. Where a shorter minimum term is agreed in writing between the Supplier and the Customer, the Customer shall pay a connection fee of £3000.

9. The Customer shall be entirely responsible for any excess or unusual charges or costs necessary for installation of the Services.

10. Unless otherwise agreed between the Supplier and the Customer in writing, the Customer shall be responsible for purchasing and maintaining in a good condition a router of suitable specification to enable the Supplier to provide the Services.