

BROADBAND TERMS

The following additional terms and conditions apply to the provision of Broadband Services

1. DEFINITIONS

- (b) In the Broadband Terms, in addition to those terms and conditions defined in the General Conditions, the Mobile Terms, the VOIP Terms and the Mobile Equipment Terms, the following terms and expression apply:
- i) **"Acceptable Use Policy"** means the policy setting out the acceptable use that the Customer can make of the Broadband Service which can be found at the Company Web Site or as otherwise notified by the Company to the Customer;
- ii) **"Broadband Charges"** means the charges payable by the Customer in relation to the Broadband Services as set out in the Commercial Schedule, these Broadband Terms or as otherwise agreed between the Company and the Customer;
- iii) **"Broadband Equipment"** means a modem, adaptor, cables and filter(s) and booklet;
- iv) **"Broadband Service"** means the Broadband service which the Customer requested from the Company as specified in the Commercial Schedule; and
- v) **"MAC key"** means a migration reference code.

RECEIVING THE BROADBAND SERVICE

- (a) The Company grants a limited, revocable, non-exclusive, non-transferable licence to use the Broadband Equipment for the term of the Agreement for the sole purpose of receiving the Broadband Service.
- (b) In the event that the Customer wishes to migrate to the Broadband Service from another provider that Customer shall request a MAC key from its current provider.
- (c) The Company does not warrant that the migration to the Broadband Service will be uninterrupted.
- (d) Customer agrees that the Company or its appointed agent will immediately start work on the technical and operational elements required for provision of the Broadband Services upon the issue of order acceptance which may be prior to the end of any statutory cancellation period. Customer acknowledges and agrees that thereafter it shall not have the right to cancel any Broadband Services under the Consumer Protection (Distance Selling) Regulations 2000 or otherwise.

BROADBAND EQUIPMENT

- (a) The Company or its appointed agent will deliver the Broadband Equipment to the address specified on the Commercial Schedule provided that address is within the United Kingdom.
- (b) The Customer shall be deemed to have accepted an item of Broadband Equipment:
 - i) when that item of Broadband Equipment has been delivered, if the Company is to deliver the item of Broadband Equipment; or
 - ii) if the item of Broadband Equipment is to be collected by the Customer, when the Customer takes possession of that item of Broadband Equipment.
- (c) Risk in an item of Broadband Equipment will pass to the Customer when the item of Broadband Equipment is accepted by the Customer. The Customer shall not be liable for any loss or damage to the item of Broadband Equipment to the extent that such loss or damage is caused by the negligence of the Company or its suppliers.
- (d) Title to an item of Broadband Equipment shall not pass to the Customer, except that title to accessory items shall pass to the Customer upon payment in full for such accessory items.
- (e) The Customer undertakes in respect of Broadband Equipment in which the Company retains title pursuant to clause (d) of these Broadband Terms not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the same in any way and that it shall keep such Broadband Equipment

in good working order allowing for fair wear and tear during the period of use by the Customer.

- (f) Following any upgrade or replacement of Broadband Equipment or disconnection of Broadband Equipment from the Broadband Services, the Company reserves the right to request the safe return of any such Broadband Equipment in which the Company retains title pursuant to clause (d) of these Broadband Terms from the Customer at the Customer's expense.
- (g) The Company reserves the right to charge the Customer the price set out in the Replacement section of the Company Price List or £35 (whichever is the higher) from time to time for any Broadband Equipment that is not returned to the Company in accordance with the provisions of clause (f) of these Broadband Terms or where the Customer fails to fulfil its obligations under clause (e) of these Broadband Terms.
- (h) In the event that the modem forming part of the Broadband Equipment is faulty, the Company or its appointed agent will repair or replace the modem provided that the fault is not caused by any act or omission of the Customer. Replacement items of Broadband Equipment are available on payment of the applicable replacement items fee(s) detailed in the Company Price List or as otherwise notified to the Customer. The Customer shall return any faulty or replaced items of Broadband Equipment to the Company at its own cost.

STATIC IP ADDRESS

Customer will receive a dynamic IP address unless it is eligible and chooses to receive a static IP address. If the Customer is eligible and chooses a static IP address, the Customer acknowledges and accepts that the IP address will be re-assigned to the Company or its appointed agent in the event that the Broadband Service is disconnected or terminated for any reason. Broadband Charges may apply for static IP addresses.

BROADBAND SERVICE CONNECTION

- (a) Provided that the Customer has a serviceable BT phone line, connection takes place in the BT exchange and there should be no reason for the Company or BT engineer to visit the Customer's home. In the event that a BT engineer does need to attend the Customer's home for any reason, either prior to connection or during the contract period, then BT's own charges may apply. Customer shall provide any reasonable cooperation and assistance that may be required to get complete connection to the Broadband Services and agrees to pay any connection fee.
- (b) The Customer acknowledges and accepts that when connecting the Customer's phone line to the Broadband Service, there may be a temporary loss of telephone services or other telecommunications services. The Company or its appointed agent will use its reasonable endeavours to keep this disruption to a minimum but the Company will not be responsible for any resulting damage, loss or costs caused, unless caused by the Company's negligence.
- (c) The Company does not warrant or guarantee the speed of the Broadband Services.
- (d) The Customer shall keep its current telephone line provider for the duration of the Minimum Term and any Renewal Period (as relevant). Customer acknowledges that it may not be able to continue receiving the Broadband Services in the event that the Customer changes its telephone line provider.
- (e) In the event that the Customer current phone line is disconnected for any reason, the Company will charge the Customer a reconnection fee of £24 (as the Company or its appointed agent will be required to pay a fee for reconnecting the Customer's phone line). If the Customer changes the details of the account for its nominated BT phone line and this leads to BT disconnecting the Customer's phone line then the Customer shall pay a reconnection charge to reactivate the Broadband Services. If the Broadband Service is suspended for failure to pay the Broadband Charges, the Company shall charge the Customer a reactivation fee of £10.

BROADBAND SERVICE CANCELLATION

- (a) The Company shall be entitled to terminate the Broadband Service without liability before the Customer has been connected to the Broadband Service (i) if the Customer fails a credit check or pre-authorisation of payments due is not approved, (ii) if the Company is not able to provide the Broadband Services to

the Customer's premises by the expected connection date for any reason or (iii) if the Customer's premises is not in a geographical area covered by the Broadband Services.

- (b) In the event that the Company the Broadband Service is not connected within one (1) month of the confirmed connection date notified by the Company to the Customer (other than as a result of the Customer's act or omission), the Customer shall be entitled to cancel the Broadband Service by sending a cancellation notice in writing to the Company.

CHARGES

- (a) The Company's charges in relation to the Broadband Services are set out in the Commercial Schedule and can include (without limitation):
 - i) a monthly subscription fee;
 - ii) Broadband Service connection fee; and
 - iii) charges in pursuant to clause 0 of these Broadband Terms;
- (b) All invoices will be issued and held on the Company's or its appointed agent's website. The Customer will need its member ID and password in order to access the invoices. The Company or its appointed agent will notify the Customer as and when a new invoice has been issued and the Customer shall be responsible for viewing and taking copies of such invoices.
- (c) The Company shall be entitled to terminate the Broadband Services in the event that the Company does not receive full payment from the Customer for the Broadband Services.

BROADBAND SERVICE INTERRUPTIONS

- (a) The Company shall not be held responsible for disruptions caused as a result of war, strikes, natural disasters or other 'acts of God' and shall not be liable for any delay or failure in the performance of its obligations to the extent that such delay or failure is attributable to matters beyond its reasonable control.
- (b) The Company shall be entitled to make changes to its network or the technical specification of the Broadband Service or may need to suspend provision of the Broadband Services for operational or technical reasons. The Company shall use all reasonable endeavours to notify Customer in advance of such changes or suspension if it materially affects the Broadband Services.
- (c) In the event that the Customer experiences a total loss of Broadband Services caused by the Company for more than five (5) consecutive days, the Company shall compensate the Customer for each day's disruption by a credit towards the Customer's monthly Broadband Charge equivalent to the amount Customer would have paid for the Broadband Service on those days. In order to receive this credit, Customer shall notify the Company as soon as the Service failure occurs and request the appropriate credit by contacting the Company when the Broadband Service is restored. The credit will be applied to the next monthly payment that Customer owes to the Company.
- (d) In the event that the Company reasonably believes that the Customer is using the Broadband Services in breach of its obligations including, without limitation, in breach of the Acceptable Use Policy, the Company may without liability or further notice suspend the Broadband Services or in terminate the Broadband Services.

MOVING HOME

- (a) If the Customer moves home and the Customer's new home is in an area that is covered by the Broadband Service, the Broadband Services will be moved to the Customer's new home. The Customer acknowledges and accepts that a connection fee may be payable.
- (b) The Company will transfer the Broadband Services to another address free of charge once in any 12 month period since either the Customer's connection or the Customer's last move, whichever is more recent. Additional moves will incur a charge of £50 per move.

CUSTOMER OBLIGATIONS

- (a) The Customer agrees to comply fully with these Broadband Terms and at all times:
 - i) comply with the Acceptable Use Policy;
 - ii) keep the Customer's security information including, without limitation, user name and password, safe and notify the Company immediately if the Customer becomes aware of any improper disclosure of its security information or unauthorised use of the Broadband Services;
 - iii) ensure that the Customer's equipment and software complies with all applicable laws and standards and that the Customer's equipment and software is compatible with the Broadband Equipment;
 - iv) if the Customer opts to use the Company's optional email and webhosting services, with the additional terms and conditions which apply in addition to these Broadband Terms. Use of the Company's optional email and webhosting services means that the Customer shall be required to the Company's our standard network settings (which includes a block on Port 25 while assigned to the Company or its appointed agent's SMTP server);
 - v) indemnify the Company against all losses, liabilities, costs (including legal costs) and expenses which the Company may incur as a result of any third party claims against the Company arising from, or in connection with the Customer's misuse of the Broadband Services or breach of these Broadband Terms; and
 - vi) all amounts due to the Company shall be paid in full (without deduction or withholding except as required by law) and Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.