1. INTERPRETATION & ADDITIONAL DEFINITIONS

1.1 Unless the context otherwise requires, terms and phrases defined in our Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.

1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of our Terms and Conditions and the Services Order Form:

"ADSL" means our Asymmetrical Digital Subscriber Line network providing download speeds of up to 16 Megabits per second and upload speeds of up to 832 Kilobits per second.

"Broadband" means the service we agree to give you, which includes: high-speed access to the internet via the Manx Telecom ADSL, VDSL or SDSL network; helpdesk services; and any other applications we may provide from time to time.

"Managed Service" means we will provide and configure a router to your specific requirements, and maintain that router for the life of the contract.

"SDSL" means our Symmetrical Digital Subscriber Line network providing speeds of 512 Kilobits per second, 1 Megabits per second and 2 Megabits per second.

"Unlimited" means a Broadband Service with no monthly limit on the amount of data that can be used.

"VDSL" means our Very high speed Digital Subscriber Line network providing download speeds of up to 40 Megabits per second and upload speeds up to 2 Megabits per second.

2. PROVISION OF BROADBAND BUSINESS, BROADBAND BUSINESS LITE, BROADBAND BUSINESS SDSL AND ULTIMA BUSINESS LITE SERVICES

2.1 Broadband (ADSL), SDSL and Ultima (VDSL) Business Services provide one or more of the following features that will be detailed on the Order Form and our Price List:

- One or more fixed IP (Internet Protocol) addresses. Multiple IP addresses will require use information for the regional internet registry (RIPE).
- Self install/maintained router or
- Managed Service.

2.2 SDSL and Ultima Broadband Services are only available to customers whose line length falls with the appropriate Service specification. We will inform you of the Services available at your premises when you place an order.

2.3 We will always provide the best ADSL or VDSL speed possible that your line can technically deliver, however speeds can vary and fall within a typical speed range for any given line length. We will inform you of your typical speed range when you order a Service.

2.4 You agree to keep the Service for the Minimum Period of Service as specified on the Order Form.

2.5 Broadband ,SDSL and Ultima Business Services do not include the provision of Fixed Line Services necessary for connection to the ADSL, VDSL or SDSL networks. You

are responsible for making a separate application for the appropriate Fixed Line Service and for complying with the conditions applicable to it.

2.6 You are responsible for providing a suitable PC, router and any other items of hardware or communications equipment necessary to enable you to access the Service.

2.7 If you select a Managed Service, we will pre-configure the router based on the information provided by you on the service order form. The managed router will be delivered and installed on-site by us. A maximum time of one hour will be allocated for the successful installation of the service; should a delay occur while on-site, that is outside of our control, any additional time will be charged at our standard rates, which can be viewed on our website www.manxtelecom.com. Delays outside of our control could be, but are not limited to, waiting for distant end VPN support, incorrect configuration information on the service order form or changes to configuration stated on the service order form.

2.8 Following successful installation of a Managed Service, subsequent configuration changes may be requested by you and performed by us free of charge, if

i. the requested change is to be conducted with normal business hours (0900hrs to 1700hrs Monday to Friday). We will endeavour to complete changes within two working days after the request has been received and acknowledged by us.
ii. the change can be performed remotely, without a site visit
iii. the change is not the second or subsequent change requested in any single calendar month; second and subsequent changes within a single calendar month will be charged at our standard rates.

2.9 We reserve the right to manage customer traffic across our network. This may involve restrictions to your Service including, but not limited to, reduced connection speed, restriction of 'peer to peer' downloading or imposing specific usage limits. These restrictions may be used singularly or in conjunction with others. We undertake to use network management to deliver a fair service to all our customers.

3. CHARGES

3.1 You agree to pay all charges for the Service as specified in the Price List.

3.2 Unless otherwise specified in the Price List, all charges are payable in advance. Unless we notify you to the contrary, liability for charges will start from the day on which your line is activated for Broadband SDSL or Ultima Service.

3.3 Unless the Price List provides otherwise, all charges for the Service are exclusive of Value Added Tax which you must also pay to us.

3.4 You agree to pay for the Service by way of your Manx Telecom monthly bill.

3.5 All our Broadband, SDSL and Ultima Services are billed on a per line basis.

3.6 Should an ordinary dial up modem remain connected to your PC and, if as a result of your Internet use, a premium rate dialler is installed on your computer, or your computer is infected by a virus that causes it to connect to the Internet via a premium rate dialler, with or without your knowledge, you will be responsible for any charges incurred. It is your responsibility to ensure that adequate steps are taken to prevent this occurring by the disconnection of hardware and/or the installation of appropriate software and, where necessary ensuring this software is kept up to date.

3.7 Downgrades between Services are not permissible within the Minimum Period of Service as stated on the Services Order Form. Upgrades are permissible within the Minimum Period of Service, but are subject to line length limits and may be subject to additional charges and new Minimum Period of Service.

4. SERVICE CARE LEVELS

4.1 For information on our service levels for Broadband, SDSL and Ultima Services please refer to our description of Service Care Levels that can be found on our web site www.manxtelecom.com/terms