

SERVICES DESCRIPTION – BROADBAND 15 GB, 40 GB, 150 GB, BROADBAND UNLIMITED AND ULTIMA BROADBAND SERVICES

1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the General Terms & 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 the General Terms & Conditions and the Services Order Form:

"Broadband," means the service we agree to give you, which includes: high-speed access to the internet via the Manx Telecom Asymmetrical Digital Subscriber Line (ADSL), or Very High Speed Digital Subscriber Line (VDSL) network; helpdesk services; and any other applications as described at www.manxtelecom.com. The agreement also applies to any equipment you buy from us to use with the service.

"we", "us" and "our" means Manx Telecom Limited.

2. PROVISION OF BROADBAND 25 GB, 40 GB, 150 GB, BROADBAND UNLIMITED AND ULTIMA BROADBAND SERVICES

2.1 Provision of & Minimum Period of the Service

We agree to provide you with the Service on the terms and conditions of this Services Description. You agree to keep the Service for the Minimum Period of Service as set out below:

New Installations:

MT 15GB Broadband, 40GB Broadband, 150GB Broadband, Broadband Unlimited and Ultima Broadband (with introductory offer price and / or other benefit for new customers) are subject to 18 (eighteen) months Minimum Period of Service

MT 15GB Broadband, 40GB Broadband, 150GB Broadband, Broadband Unlimited (without introductory offer price and / or other benefit) are subject to 12 (twelve) months Minimum Period of Service. For changes between services see paragraph 3.

- 2.2 MT 15GB Broadband, 40GB Broadband, 150GB Broadband and Broadband Unlimited are accessed via an ADSL connection. Ultima Broadband is accessed via a VDSL connection. These Services do not include the provision of telecommunication services necessary for connection to the Service. You are responsible for making a separate application for the appropriate service and for complying with the conditions applicable to it.

- 2.3 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.
- 2.4 We reserve the right to manage customer traffic across the Manx Telecom network. This may involve restrictions to the Customer's 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 our customers.

3. **Charges and switching between the Services**

- 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 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 We reserve the right to vary any of the charges for the Service at any time but we will give you 14 days notice before the new charges become effective.
- 3.6 All Manx Telecom Broadband services are billed on a per line basis.
- 3.7 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 the responsibility of the user 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.
- 3.8 You may choose between ADSL capped broadband (limited throughput) services and unlimited ADSL broadband service or Ultima Broadband VDSL. Upgrades and downgrades between ADSL services can happen at anytime unless you are within a contract term in which you have already received a benefit. Any change of service will invoke a new 12 (twelve) month Minimum Period of Service. Changing between ADSL and VDSL services will be chargeable as specified in our Price List.
- 3.9 Where a capped ADSL broadband (limited throughput) service is provided you agree that;
- a) the measuring of data sent and received through the service will be performed by equipment installed in Manx Telecom premises and that the amounts recorded by that equipment will be the measure used to determine your total data usage each month. Data will include email, Internet browsing and any other application

or service the use of which results in data being sent or received using the broadband service. If in the event of any dispute arising between you and us regarding the amount of data recorded in each calendar month, the recording of data amounts by Manx Telecom will take precedence.

b) the amount of data that will be considered as your monthly data limit, will be that specified in the Price List for the Service provided to you.

c) should your monthly data limit be reached, in order to continue full broadband access, you will be referred to a secure Manx Telecom web page where you will be required to pay an amount – “additional usage charge” – by credit/debit card to regain full broadband service for the remainder of the calendar month. The amount you will pay will be a fixed charge regardless of the number of days remaining during the month. If you do not agree to pay this amount broadband service speed will be reduced the following calendar month or until such time as you pay the charge, whichever occurs first.

d) payment of the additional usage charge is by credit/debit card only; it cannot be added to a telephone account.

e) where service is suspended due to reaching the limit of the data transfer cap, the suspension will apply to Internet, email and any other service or application the use of which requires a broadband Internet connection.

4. Ending the Contract after the Service has been provided

4.1 At any time after the Service has been provided this Service or the provision of any service or facility under it may be ended by:

- a) 1 month's notice from us to you; or
- b) 7 days notice from you to us.

4.2 If we give notice you agree to pay the charges for the Service up to the expiry of the notice.

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4.3 If you give notice you agree to pay charges for the Service until the expiry of the notice. Unless you give notice because we intend to change any of the terms and conditions of this Contract to your detriment, you must also pay the charges due for any remaining part of the Minimum Period of Service.

4.4 Notice given by you does not avoid any other liability for the Service already provided.

4.5 If we give notice to end the Service under paragraph 4.1 we will repay or credit the appropriate proportion of any charges for the Service which you have paid in advance for a period ending after the notice expires.