

SERVICES DESCRIPTION – EQUIPMENT INSPECTION/TESTING 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:

“Applications” means a written application to MT for the connection, disconnection, maintenance or testing of any Customer Equipment and/or the inspection of any Customer Equipment to ensure that it (or the system in which it is or is to be comprised) is authorised to be connected to any MT services or Service Equipment, which authorisation shall be made in writing only by MT;

“Connecting Point” means a block terminal, a socket for a removable plug, a distribution frame, or any other device, supplied, installed and maintained by MT in the Customer's premises to facilitate the connection of Customer Equipment or Service Equipment to any MT service;

2. ADDITIONAL INFORMATION – SERVICES

For the avoidance of doubt, the Equipment Inspection/Testing Services shall mean the inspection and/or testing of any Customer Equipment by MT prior to the attachment of such Customer Equipment to MT's telecommunication systems or any MT services following the receipt of an Application from the Customer to ensure that such Customer Equipment complies with the requirements of this Services Description and all from time-to-time applicable legislation.

3. APPROVAL

The Customer hereby agrees and undertakes that, prior to connecting any Customer Equipment to any MT service or to any Service Equipment, the Customer shall ensure that all such Customer Equipment has been approved for connection thereto by MT by means of the Equipment Inspection/Testing Services, and the Customer shall observe at all times the terms of this Services Description and any specific conditions imposed by MT in its sole discretion.

4. COMPLIANCE

Except to the extent that MT may have agreed otherwise in writing, the Customer and all Customer Equipment shall comply with the Class Licence for the Running of Branch Telecommunication Systems granted by the Isle of Man Government's Communications Commission under Section 5 of the Telecommunications Act 1984 or with any other licence granted under such Act, as applicable from time to time.

5. DISCONNECTION

- 5.1 The Customer undertakes to immediately disconnect (or where applicable, immediately



apply to MT for the disconnection of) the Customer Equipment if:

- (a) such Customer Equipment does not or ceases to conform to the applicable standards or regulations or legislation if any) for time to time in force; or
- (b) MT notifies the Customer that, in the opinion of MT, the Customer Equipment is liable, (whether or not it continues to conform to the applicable standards or regulations or legislation):-
 - (i) to cause the death of, or personal injury to, any person engaged in running any MT services or Service Equipment or damage to the property of MT; or
 - (ii) materially to impair the quality of service provided by any MT services (and the Telecommunication Commission has not expressed a contrary opinion).

5.2 MT may, on becoming aware of the circumstances in Paragraph 5.1 above, disconnect the Customer Equipment, charge the Customer for doing so and suspend any services being provided to the Customer.

5.3 The Customer shall not reconnect, or apply for the reconnection of, the Customer Equipment (and MT will not be obligated to re-commence the supply of any services to the Customer) until the reasons for the disconnection of such Customer Equipment have been lawfully remedied at the Customer's expense.

6. CONNECTING POINTS

No Connecting Point or ancillary wiring fitted by MT for the purpose of connecting Customer Equipment to any MT services or to any Service Equipment shall be used for the connection of Customer Equipment of a type or in a manner other than that specified in MT's approval of the Customer Equipment.

7. PERFORMANCE

For the avoidance of doubt, MT accepts no responsibility for the performance of any Customer Equipment, nor for the effects of errors or failures which may occur during the operation of such Customer Equipment that are caused by any failure of or defect in any such Customer Equipment.