

## SERVICES DESCRIPTION – INTERNET 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:

**“Authorised User”** means anyone registered by the Customer as authorised to use the Service or anyone to whom the Customer has given permission to use the Services

**“Internet Connectivity Services”** means the Internet connectivity services that the Customer requires MT to provide as detailed on the Services Order Form and in this Services Description;

**“Minimum Internet Commitment”** means the minimum amount of Internet bandwidth within the Site that has been allocated to the Customer for connecting to the Internet for the duration of this Services Description and/or the Services Order Form, which is identified on the Services Order Form.

**“User”** means any party that accesses or browses any Customer website or that accesses or browses any Service Equipment or Customer Equipment or any software (including but not limited to any software provided by the Customer) by means of any element of the Services; and

**“Web Design Service”** means MT’s web design consultancy services.

### 2. THE SERVICE

- 2.1 The terms of this Services Description should be read in conjunction with the relevant Services taken and their respective Services Descriptions for either, MT’s Dial Up Internet Services using Freedom and Click Services or MT’s Broadband 10GB, 20GB or Broadband Unlimited Services.

### 2. CUSTOMER RESPONSIBILITIES

- 2.1 With the exception of the MT software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service. This Service does not include the provision of telecommunications services or Internet access services necessary to connect the Service, other than the Internet Connectivity Services as defined in this Service Description.
- 2.2 The Customer is responsible for all acts and omissions of all Authorised Users in connection with the Service and is liable for any failure by any Authorised User to perform or observe the terms and conditions detailed within MT’s General Terms and Conditions and this Services Description.

### **3. USE OF THE SERVICES**

- 3.1 The Customer shall be responsible for the creation, maintenance and design of all Customer Information.
- 3.2 The Customer warrants that the Information is accurate and will not include any information or material, any part of which, or the accessing of which would be a criminal offence or otherwise unlawful. In particular the Customer warrants that all necessary licences and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained.
- 3.3 The Internet is independent of the Service and MT and use of the Internet is solely at the Customer's risk and subject to all applicable laws. MT has no responsibility for any information, software, services or other materials obtained by the Customer or the Customer's Authorised Users, using the Internet.

### **4. ADDITIONAL SERVICES - WEB DESIGN**

- 4.1 MT is able to provide Web Design Services. The Customer hereby acknowledges and accepts that:
- (a) the scope of the Web Design Service is strictly limited to the development of a website design for use by the Customer and does not include any information that is used to populate such Customer website;
  - (b) the Customer is solely responsible for all information (including but not limited to any Customer Information and/or any Third Party Information) that is utilised in any way and at any time on any Customer website irrespective of whether such website was designed using the Web Design Service.

### **5. LIMITATION OF LIABILITY**

- 5.1 The Customer's attention is drawn to the following Clauses which state that:
- 5.1.1 MT excludes all liability of any kind in respect of any material on the Internet which can be accessed using the Service and is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service or on the Internet and;
- 5.1.2 MT shall not be liable hereunder either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or internet services (including domain name registration authorities) or for faults in or failures of their equipment.