SERVICES DESCRIPTION – BROADBAND CAPPED, BROADBAND UNLIMITED, ULTIMA CAPPED, ULTIMA UNLIMITED BROADBAND SERVICES

1. INTERPRETATION & ADDITIONAL DEFINITIONS

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

"Additional Usage Charge" means the amount you will be required to pay for full service should you reach your Capped monthly data allowance.

"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 or VDSL network; helpdesk services; and any other applications we may provide from time to time.

"Capped" means a Broadband Service with a limited monthly data amount as described in our Price List.

"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, CAPPED, BROADBAND UNLIMITED, ULITMA CAPPED, ULITMA UNLIMITED BROADBAND SERVICES

2.1 Ultima Broadband Services is available to customers whose line length is less than 2 kilometres.

2.2 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.

2.3 We agree to provide you with your chosen Service as described in the Order Form. You agree to keep the Service for the Minimum Period of Service as set out below:

- All Broadband and Ultima Unlimited Services that include an introductory offer and/or other related benefits are subject to18 months Minimum Period of Service.
- All Broadband Services that do not include an introductory offer and/or other related benefits are subject to 12 months Minimum Period of Service.
- Ultima Capped Services are subject to 24 months Minimum Period of Service.

2.4 Broadband Services are accessed via an ADSL connection. Ultima Broadband services are accessed via a VDSL connection. These services do not include the provision of Fixed Line Services necessary for connection to the ADSL or VDSL networks. You are responsible for making a separate application for the appropriate Fixed Line Service and for complying with the conditions applicable to it.

2.5 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.

2.6 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 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 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.

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 our Broadband and Ultima 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 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.

3.8 Upgrades and downgrades between ADSL and VDSL Services can happen at anytime unless you are within the Minimum Period of Service. Any change of service will invoke a new 12 month Minimum Period of Service. You can change from VDSL Ultima Unlimited to Ultima 40GB and 150GB within term but a new 24 months Minimum Period of Service will be invoked. Downgrades to Ultima 15GB from any Ultima services are not permitted until the initial Minimum Period of Service has expired. Upgrading to an Ultima service with greater Capped throughput limits, or from a Capped Ultima service to Ultima Unlimited is permitted but the initial Minimum Period of Service applies. Changing between ADSL and VDSL services will be chargeable as specified in our Price List and subject to line length limits.
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3.9 Where a Capped ADLS or Ultima VDSL Broadband 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 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 until the 1st of 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 or can be added to a telephone account.

e) Where service speed is reduced due to reaching the limit of the data transfer cap, the restriction will apply to Internet, email and any other service or application the use of which requires a Broadband Internet connection.

4. SERVICE CARE LEVELS

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