SERVICES DESCRIPTION – DIAL UP INTERNET ACCESS FREEDOM AND CLICK 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:

"Freedom" and **"Click"** mean the services we agree to give you, which includes: access to the internet via the Manx Telecom Ltd 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.

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

2. PROVISION OF FREEDOM AND CLICK 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:

a) Freedom for at least 3 (three) months; the Minimum Period of Service

b) Click where no Minimum Period of Service is applicable

2.2 The Service is accessed via a telecommunications dial up connection. This Service does 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, modem 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 maybe used singularly or in conjunction with others. We undertake to use network management to deliver a fair service to our customers.

2.5 The use of 'pinging' applications to keep the connection 'open' is not accepted and will be deemed unsuitable for the service.

2.6 Manx Telecom Freedom and Manx Telecom Click are not 'always on' services, you may dial up to these services at any time, but being continually connected will result in correspondence being sent to you requesting that you disconnect whilst not using the service. Continuing violation of this term will result in the contract being cancelled

3. Our 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 the service is applied to your line or in the case of Manx Telecom Click when the service is accessed on your telephone line.

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 or quarterly 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 Manx Telecom Freedom together with Manx Telecom Unmetered Internet Access are applied as fixed fee charges; the service is billed on a per line basis. Internet access through Manx Telecom Click is charged per minute subject to minimum call charges that are applicable according to the appropriate charge period and is billed on a per line basis. The cost of Manx Telecom Click call charges and/or Manx Telecom Freedom charge is included on your fixed line telephone bill.

3.7 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 installation of appropriate software and, where necessary ensuring this software is kept up to date.

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.

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.

4.6 As a valued customer of our services we may from time to time communicate with you regarding other products and services or special offers that we have. If you do not wish to receive such communications from us then you may opt out at any time by ticking the ‘opt out’ box on our Services Order Form.