SERVICES DESCRIPTION – BROADBAND BUSINESS, BROADBAND BUSINESS LITE, BROADBAND BUSINESS SDSL 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/Symmetrical Digital Subscriber Line (ADSL/SDSL), or Very High Speed Digital Subscriber Line (VDSL) network; helpdesk services; and any other applications as described at www.manxtelecom.com. Our Sale of Equipment Services Description will apply to any equipment you buy from us to use with the service.

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

2. PROVISION OF BROADBAND BUSINESS, BROADBAND BUSINESS LITE BROADBAND BUSINESS SDSL AND ULTIMA BROADBAND SERVICES

2.1 Provision of & Minimum Period of the Service

The Broadband Business, Broadband Business Lite, Broadband Business SDSL and Ultima Broadband Services are data services that allow the Customer to connect to the Internet over the MT DSL Network with one static IP address. The Customer may choose from a number of optional features which are:

Contended or uncontended options
Wires Only plus an optional configuration service
Fully Managed Service with or without Wi-Fi

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 as specified on the order form (the "Minimum Period of Service".)

A further Minimum Period of Service may apply in respect of each new facility added or changes made to the Services provided by MT to the Customer.

2.2 The Service is accessed via a broadband ADSL,SDSL or VDSL connection depending on which of the Services you choose. 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 reserves 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 Broadband Business, Broadband Business Lite, Broadband Business SDSL and Ultima 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.

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.