

SERVICES DESCRIPTION – MOBILE BROADBAND WITH NETBOOK

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 and the Services Description for Pay Monthly Mobile:

"Mobile Broadband," means the service we agree to give you, which includes: high-speed access to the internet via the Manx Telecom 3G High Speed Packet Access (HSPA) network; helpdesk services; and any other applications as described at www.manx-telecom.com. The agreement also applies to any equipment provided by us to use with the service.

"Netbook" means the Samsung N130 or similar specified machine

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

2. PROVISION OF MOBILE BROADBAND WITH NETBOOK

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, our Services Description for Pay Monthly Mobile and our General Terms and Conditions.

In the event of any conflict, this Services Description for Mobile Broadband with Netbook takes precedence over the Services Description for Pay Monthly Mobile.

For the avoidance of doubt the provisions of Paragraph 5, 6, 9 and 10 of MT's Services Description for Pay Monthly Mobile applies equally to a Netbook as it does to a mobile device/SIM card.

You agree to keep the Service for the Minimum Period of Service as set out below:

2.2 Mobile Broadband with Netbook Services

MT provides a Mobile Broadband with Netbook Service. This Service and its Minimum Period of Service is shown in the table below and is subject to the terms and conditions of the Services Description for Pay Monthly Mobile excluding Attachments One and Two and this Service Description for Mobile Broadband with Netbook.



Registered office Isle of Man Business Park, Cooil Road, Braddan, Isle of Man IM99 1HX
Registered in the Isle of Man no 28059
Directors W.A Gilbey (Chairman) C.J Hall (Managing Director)
Ms D Gray, Ms I Lehan, Sir Miles Walker CBE, Mr B Dowd, Mr J McGowan

Data Allowance	Minimum Period of Service
10 GibaBytes inclusive use per month of MT's GPRS/3G/HSPA networks in the Isle of Man	24 Months

- 2.3 To order MT Mobile Broadband with Netbook you must be resident in the Isle of Man and be aged 18 years or above.
- 2.4 Connection to MT Mobile Broadband with Netbook Service is subject to status, credit check and a 24 month Minimum Period of Service.
- 2.5 Access to MT Mobile Broadband is subject to network coverage. Connection speeds are subject to various factors including network coverage and signal strength and therefore we cannot guarantee that your connection will reach any specific speeds. We reserve the right to manage customer traffic across the Manx Telecom network. This may involve restrictions to the Mobile Broadband 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.
- 2.6 Any Netbook supplied by MT will be provided with some pre-installed software. This may include, but is not limited to, a Microsoft operating system, a virus checker, word processing and similar software and a manufacturer's recovery program. The Customer is responsible for registering these services upon first use of the Netbook. Failure to do so may result in full services not being provisioned.
- 2.7 Any Netbook supplied by MT will, subject to proof of receipt, be provided with a manufacturer's 24 month collect and return warranty which is valid from the date of purchase. This warranty is direct with the relevant manufacturer and should be activated by the Customer as soon as the Service is taken using the warranty card supplied in the box with the device. In the event of a warranty claim, all correspondence and Netbook device returns should be made directly with the manufacturer, not MT.

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 SIM 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 using E-bill and Direct Debit which is mandatory for this Service. You must provide a current email address at time of connection and any other information that we reasonably request from you to maintain



your account and you must ensure that this information is valid, up to date and accurate.

- 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 You may not switch your Mobile Broadband with Netbook tariff to another MT tariff during the Minimum Period of Service unless we agree otherwise. This Clause 3.6 takes precedence over any other term to the contrary in MT's General Terms and Conditions or Services Description for Pay Monthly Mobile.
- 3.7 Any data used above your inclusive monthly allowance per billing month on MT's GPRS/3G/HSPA networks will be charged at 0.1p (inc. VAT) per MB.
- 3.8 Unused data is not carried forward to the next month. Existing Customers transferring tariffs will lose any applicable accrued rollover allowance. Data usage is measured in kilobytes (KB). 1MB = 1024 Kilobytes (KB), 1024 MB = 1 Gigabyte (GB).
- 3.9 Inclusive data and prices shown do not incorporate data roaming rates. Usage whilst roaming will incur additional third party network operator's charges and these charges may be significant.

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) 1 month's 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.



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