

SCHEDULE A

Terms and conditions for the provision of Broadband Services

These Terms are to be read in conjunction with our General Provisions for the Supply of Services. Unless the context otherwise requires initially capitalised terms used herein shall have the same meaning as when used in our General Provisions.

1. Services

- (i) Details of our Broadband Services can be found on our website at site www.gconnect.net. Prices for our Broadband Services are available on application.
- (ii) If on delivery of required equipment to you (router etc) we are unable to provide the Services due to your telephone line failing British Telecommunications plc ("BT") tests for the provision of the Services, it is your responsibility to ensure that all equipment supplied by us is returned to us in its original packaging and condition. This must be done within five (5) working days of notification of the failure of the tests failing which you will not be eligible for a refund.

2. Requirements for provision of Broadband Services

ADSL Broadband

- (i) You must use an analogue line provided by BT that is suitable for receiving the Services. You will also need a broadband modem or router suitable for the service you are purchasing and micro-filters, which you can rent from us or other suppliers and a computer. Technical support is limited to hardware provided by us. If you purchase hardware from a third party you should contact such third party for any assistance with configuration that you require.
- (ii) Before we can provide Service we will need to
 - 1. perform a test on the telephone line that is to be used in connection with the Services, and
 - 2. activate the Services (see paragraph 3 below).
- (iii) We will notify you if any of the steps outlined above cannot be completed and we are in consequence unable to provide the Services.
- (iv) ADSL is "best endeavour" product. You accept that there is no Service Level Agreement relating to the level of service other than through our "Enhanced Care" service

SDSL Broadband

- (iv) We will provision a new line dedicated to the SDSL broadband service. We will arrange and schedule a BT engineer to visit your address.
- (v) We can provide a SDSL router or you may supply your own router. If you supply your own, you acknowledge that you are fully responsible for the configuration of such router and any problems associated with the router. If any problems arise you will be wholly responsible for dealing with the supplier direct.
- (vi) ADSL hardware is not compatible with SDSL. Specific SDSL hardware is required for an SDSL broadband service.

3. Activation of the Services

- (i) We will use all reasonable efforts to activate the Services within ten (10) Working Days of your Order but do not guarantee this. A Working Day is a day falling on a Monday to Friday excluding UK public holidays.

- (ii) BT will activate the telephone line for the Services at the telephone number that you request in your Order. You can expect to lose your telephone service for a short time while activation occurs. Such loss of service is likely to be somewhere between a couple of minutes and two hours.
- (iii) You agree that if necessary you will allow an engineer to access your premises to activate the Services or to carry out tests if there are reported faults.
- (iv) If the Services do not commence for technical reasons attributable to BT and we are unable, in conjunction with BT, to resolve the matter we shall notify you and this agreement will terminate. You will be liable for any costs BT charges to us in connection with its attempts to activate the Services in these circumstances.
- (v) If the Services are activated but due to quality of service issues with the line, BT ceases the line for ADSL, you will be liable only for those amounts charged by BT to us in respect of the Services. We will refund to you the difference (if any) of the amounts paid by you and the amounts due to BT.
- (vi) If a fault arises on the telephone service provided via the BT line you should contact BT. You will be responsible for all costs charged in this respect.
- (vii) If there is a fault with the ADSL service or there are speed issues then you should contact us and we will carry out all appropriate diagnostic procedures. If the fault is found to be with the BT line all BT charges will be for your account.

4. Providing the Services

- (i) You agree to follow any reasonable instructions that we may give you for optimal operation of the Services. We shall have no liability whatever should you fail to follow such instructions or any of them.
- (ii) You agree to abide by our Acceptable Use Policy in your use of Broadband Services provided by us which can be found on our website at <http://www.gconnect.net/legal.php>
- (iii) You agree not to connect any equipment to our network which either does not conform to the European Consumer Equipment Standard or which does not bear the CE mark, or which may harm our network or other customers' equipment.
- (iv) Faults on DSL accounts attributable to British Telecom Plc can only be addressed during office hours unless you are a subscriber to our Enhanced Care Services to which supplementary conditions apply.

5. Duration

- (i) The Agreement for the provision of Broadband Services shall be for a fixed minimum Subscription Period ("Minimum Term") which will run from the Commencement Date and which will vary with the type of service being purchased.
- (ii) The Minimum Term for the particular Broadband Service you require will be specified on the Order Form defined in our General Provisions which you will sign when you order one of our Broadband Services.
- (iii) The Minimum Term for the Broadband Service you order will roll automatically on the basis specified in the Order Form unless you provide the requisite notice prior to the end of the Minimum Term or any extension as provided in the General Provisions.
- (iv) The Commencement Date for the Subscription Period shall be the first date on which Broadband Services are provided and will continue for the Minimum Term and thereafter unless and until terminated as provided in paragraph 7 below. The Agreement is also subject to the provisions relating to termination set out in the General Provisions.

6. Equipment

- (i) We confirm that any equipment supplied by us will conform to the European Consumer Equipment Standard and bear the CE mark.

- (ii) All equipment supplied by us is rented to you and title to such equipment will remain with us. This means that if you do not return the equipment on termination of this Agreement we will be entitled to enter your premises on reasonable notice to retrieve it. This is without prejudice to our right to claim payment for any equipment not returned.
- (iii) Equipment supplied by us has the benefit of the relevant manufacturer's warranty. If the equipment fails and has been used and stored in accordance with our instructions, you should contact us and we will despatch replacement equipment. Continued functionality of any equipment supplied is however dependent upon none altering or otherwise resetting the configuration or attempting to do the foregoing. We shall have no responsibility for any failure of the equipment to operate properly by reason of any such action and you shall be responsible for any resulting repair costs. On receipt of the replacement equipment you must return the faulty equipment straight away. If we find it is not faulty you will be liable to pay us an administration fee.
- (iv) You must inform us of damaged or missing equipment within five (5) days of delivery. If we are not so informed equipment will be deemed to have been delivered and in full working order.
- (v) You are responsible for the equipment from point of delivery to you and from that moment you bear the risk of all loss or damage to the equipment

7. Charges and Termination:

- (i) Details of our Charges are available on application but will be payable monthly in advance unless otherwise agreed.
- (ii) This Agreement may be terminated by either party on giving not less than thirty (30) days notice to the other to expire on your monthly billing date at any time after the expiry of the Minimum Term. This Agreement is also subject to the termination provisions contained in the General Provisions
- (iii) In the event that we receive a BT initiated cease notification for your broadband service at any time you acknowledge that you will be responsible for any BT wholesale fee we may incur in connection therewith whether such notification for a ceased service was caused by an accidental or deliberate action on your part or whether this occurs because the PSTN service has ceased. No termination fee will be charged to you in the event you request a Migration Authorisation Code as referred to in Clause 13 below.

8. Bandwidth usage

- (i) The Services allow you to have monthly bandwidth usage which varies according to the package you select. If your monthly bandwidth usage either exceeds the allowance set as part of your package or reaches the point where it has an adverse effect on other customers we reserve the right to:
 1. restrict your bandwidth usage, without prior notice, until you can reduce your bandwidth usage;
 2. charge you for excess bandwidth usage, over and above your package allowance or
 3. terminate the Services and this Agreement.
- (ii) If you want additional bandwidth over the standard allowance, you will be charged for extra capacity.
- (iii) In the event that you exceed the bandwidth usage, you authorise us to take any outstanding payments for the excess bandwidth usage from the credit or debit card listed on your account, or via direct debit if you pay via this method on an ongoing basis.

9. Content provided as part of the service and via the Internet

- (i) The Services allow you access to the Internet. You accept that using the Internet is at your own risk. We shall have no responsibility for any goods, services, information, software or other materials you buy or otherwise obtain when using the Internet (including email). You are responsible for making sure your system has adequate anti-virus and firewall protection.

- (ii) Any content provided by us as part of the Services is provided on an "as is" basis.

10. **Maintenance**

- (i) Occasionally, for operational reasons, we may need to interrupt the Services. If we do we will restore your broadband service as quickly as we can.
- (ii) We may have to change code or access numbers or technical specifications or impose limits on , data-transfer associated with the Services. If we do we will give you as much notice as possible.

11. **Our responsibility to you**

- (i) Unfortunately, we cannot guarantee that the Services will never be faulty.
- (ii) Subject to the overriding caveat in paragraph 11(i) above our responsibility to you is limited as set out in the General Provisions that form part of our Agreement with you.

12. **ADSL Max**

- (i) Due to limitations in the technology deployed by BT to provide ADSL Max wholesale services to ISPs, ADSL Max is a "best efforts" product, and therefore no guarantee is given that increased data throughput (upload and download speeds) will result from using this product over any other ADSL Broadband package.
- (ii) Due to limitations in the BT network, increases in data throughput maybe limited to off-peak periods when data throughput via your local BT exchange is less.
- (iii) The "potential broadband line rate" quoted during ordering is an estimate only from an analysis based on the quality of your telephone line and using data gathered from lines of a similar nature. The speed given is a Maximum Speed obtainable and does not guarantee this speed will be available and on some lines this speed may not be reached due to constraints imposed at BT exchanges. The actual contention can vary from one exchange to another depending on the capacity of the exchange. BT is solely responsible for maintenance of their exchanges and we cannot be held responsible for knock on effects caused by contention at the exchange.
- (iv) We cannot escalate any speed issues to BT for investigation unless the speed of the line is consistently below the FTR for the telephone line divided by your contention rate. To comply with BTs Fault Reporting Procedures - there must be evidence that the fault is consistent and not a one off. To do this, at least three BT speed tests need to be undertaken per day for at least three days. Technical Support can advise you on how to perform these speed tests and also of your MSR and FTR. Speedtest results from sources other than the BT Speedtest will not be accepted.

13. **MAC (Migration Authorisation Code)**

- (i) Any request for a Migration Authorisation Code ("MAC") must be submitted by emailing a request to accounts @gconnect.net. We will comply fully with Ofcom Regulations. Further information relating to the provision of MAC's can be found at <http://www.gconnect.net>.
- (ii) In the event that you request a MAC, a final invoice will be generated for payment. If payment is not received from you, we shall not be obliged to provide you with a MAC. This shall be without prejudice to our right to payment of all sums accrued due under this Agreement.