



SCHEDULE D

Terms and Conditions for the provision of Ethernet 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 Ethernet Services, being non broadband connectivity, can be found on our website at <http://www.gconnect.net/national-ethernet.php>
- (ii) In providing Ethernet Services we will deliver Internet connectivity to your designated premises within the terms of the Service Level specified in Clause 7 below. Connectivity will be provided to the Network Termination Equipment of your Internet Service Provider or where you have requested to your router.

2. Delivery of Services

We will use our reasonable endeavours to ensure that any connectivity is effected on or about the estimated date that we give to you. You acknowledge, however, that unless otherwise agreed in writing with us, any delivery date we give to you for the provision of Services is a guideline only and we do not guarantee that it will be met. Also, you acknowledge that any delays by third parties in providing Internet connectivity or other services are outside our reasonable control and we will not, therefore, be liable for any such delay.

3. Duration

This agreement ("Agreement") for the provision of Ethernet Services will run for a minimum period of 12 months ("Minimum Term") beginning on the date we receive your signed Order. The Agreement will continue after the expiry of the Minimum Term for one or more further terms of 12 months unless and until terminated at the end of the Minimum Term or any extension by not less than one (1) month's notice in writing given by either party to the other. This Agreement is, for the avoidance of doubt, also subject to those provisions relating to termination set out in the General Provisions.

4. Consequences of Termination

On termination, whatever the reason, all accrued Charges for the Services shall immediately become due and payable. If this Agreement is terminated before the end of the Minimum Term we shall nevertheless be entitled to all Charges for the full length of the Minimum Term. Termination shall be without prejudice to all and any claims that may have arisen prior to termination.

5. Charges

Charges for our Ethernet Services are available on application.

6. **Your Obligations**

- (i) You will take all reasonable precautions against viruses and other disabling devices.
- (ii) You are responsible for all backups and we shall have no liability for any loss of data due to any failure on your part to back up data.
- (iii) You undertake to allow us access at all reasonable times to perform actions necessary to ensure continued access to the Internet.
- (iv) You undertake that you have obtained or will obtain all necessary consents for the use of all content available from your server and, without limitation to the indemnity in our General Provisions that you will under no circumstances host any content which contravenes our Acceptable Use Policy (<http://www.gconnect.net/legal.php>).

7. **Service Level**

We undertake to provide you with 99% connectivity to the Network Termination Equipment of your Internet Service Provider calculated on a monthly basis. To the extent we fall below this level of service for any reason we will provide you with credits as specified below for each and every incident where downtime falls outside our minimum service commitment provided a request for a service credit is requested by email to accounts@gconnect.net within 14 days of the service failure. Downtime will be calculated from the point at which you report a service failure to us via telephone.

Service credits will, if applicable, be allocated as follows:

- 1-3 incidents in 1 calendar month 10% discount
- 4 incidents in 1 calendar month 25% discount
- 5 incidents in 1 calendar month 50% discount
- 6 or more incidents in 1 calendar month 100% discount

8. **Bandwidth**

- (i) You are responsible for ensuring that your bandwidth does not exceed the allowance for the package/Service you have selected.
- (ii) If your bandwidth either exceeds the allowance for the package/Services you have selected or reaches a point where it has an adverse effect on other customers we reserve the right to:
 1. Suspend the Services, without prior notice, until you can reduce your bandwidth usage within the agreed parameters; or
 2. charge you for the excess bandwidth usage, over and above your package allowance..

9. **Liability**

- (i) If you notify us of any failure or defect in the Services our sole obligation will be restore your connectivity at the earliest possible occasion.
- (ii) Subject as above our liability is limited as provided in our General Provisions.