



# End User Terms and Conditions of Service

By signing up for the relevant requested service or services, you agree to be bound by these terms and conditions and the Acceptable Use Policy which is located at <http://www.f2s.net/adsl/aup.pdf> ("these Conditions").

## 1. DEFINITIONS

In these Conditions:

"freedom2surf" or "we" means PIPEX Internet Limited trading as Freedom To Surf (Company No. 05306519) a Tiscali UK Company. Registered company address: 20 Broadwick Street, London, W1F 8HT

- 1.1. "the Customer" or "you" means the party subscribing for and/or using the Service;
- 1.2. "the Service" or "the Services" means those services described in Schedule A;
- 1.3. "Agreement" means an agreement for provision of the Service incorporating these Conditions;
- 1.4. "Content" shall mean applications, data, information, video, graphics, sound, music, photographs, software or other material which we provide as ancillary to the Service.

## PART I – PROVISION & USE OF THE SERVICE

### 2. PROVISION OF THE SERVICE

#### 2.1. General

freedom2surf shall provide the Service to you in accordance with and subject to the provisions of these Conditions (and in particular subject to the conditions and limitations described in Schedule B).

#### 2.2. Upgrades and other changes

We shall have the right to unilaterally:

- i. upgrade, add to, or improve the Service (but at no extra charge to you during the payment period during which this change occurs);
- ii. make other amendment, variation or modification to the Service (subject to there being no material detriment suffered by you as a result).

#### 2.3. Operational faults

We agree to use reasonable efforts to remedy any reported operational faults in relation to the Service as soon as reasonably possible, but cannot guarantee to maintain uninterrupted availability of the Service.

#### 2.4. Additions

If you require any variations or additions to the Service, then these will need to be specifically agreed in writing between you and us (with additional fees to be paid as appropriate).

#### 2.5. Regrades

You may request to regrade the Service once the installation is complete (a successful regrade will be subject to a positive line test result).

#### 2.6. Inbound Migration

i. All Inbound Migration orders are provided with the Service ordered at the time of subscribing. If you order a Service with a speed your line cannot support, your migration order could possibly fail and you will need to re-order a Service with a lower speed and supply us with a new MAC number. Once you supply us with that new MAC number we will retry at the next best possible speed.

ii. If you Migrate to us with an Engineer Installed Service this will be modified to the Wires Only Service ordered at the time of subscribing. Any equipment that was originally installed by a BT Engineer will have to be returned to BT on their request. The Service Specific Front Plate will remain (if installed when the original service was provided) and you will only be able to use your ADSL service from this point, you will not require a microfilter either as these are inbuilt into the SSFP.

### 3. DURATION

#### 3.1. General

The Agreement for provision of the Service shall last for the period during which relevant fees are paid by you, subject to the rights of termination in Clause 16 and as otherwise set out in these Conditions. Fees shall be payable on a monthly, quarterly or annual basis and the Agreement shall operate on either a monthly or an annual basis dependent on the Service subscribed to.

#### 3.2. Temporary suspension

We shall have the right to temporarily suspend the Service for operational purposes (such as repairs, maintenance, or installation of upgrades), but will endeavour to provide as much notice as possible of any such suspension.

#### 3.3. Extended period of suspension

We shall not be responsible for any inconvenience, wasted expenditure, loss of goodwill or reputation, loss of opportunity or financial loss caused as a result of a suspension under Clause 3.2, but if such suspension continues for more than 14 days then you shall be entitled to terminate the Agreement by notice in writing to us.

#### 3.4. Commencement

In relation to Customers who are consumers or who otherwise possess a legal right to cancel this Agreement, we reserve the right not to provide or connect the Service or to supply any equipment necessary for the connection of the Service until after the expiry of any relevant statutory cancellation period

### 4. YOUR USE OF THE SERVICE

#### 4.1. Prohibited uses

You agree that neither you nor any person using the Service with your permission shall use the Service:

- i. for any fraudulent, criminal or unlawful purpose;

- ii. to send unsolicited advertising or promotional material (or to engage in any "spamming" activity);
- iii. to transmit any virus, worm, Trojan horse or other harmful material.
- iv. for the purpose of intimidating, harassing or causing annoyance to any third party;
- v. for an unethical purpose or in an unethical manner;
- vi. to hack, probe, denial of service attack or attempt to gain unauthorised access to any system.

#### 4.2. No infringing or offensive use

You further agree that neither you nor any person using the Service with your permission shall use the Service to send, receive, download, or place upon any website hosted by us any material which is obscene, offensive, defamatory, unlawful, or infringes the intellectual property or other rights of any third party.

#### 4.3. Acceptable Use Policy

You also agree to abide by the rules and guidelines set out in Schedule B below and in the freedom2surf Acceptable Use Policy located at:-

### 5. SECURITY

#### 5.1. Passwords & general security

You agree to ensure that any password or username provided by us to you is kept confidential and secure. You agree to immediately notify us of any actual or suspected breach of security or misuse of any password or username.

#### 5.2. Responsibility for loss

We accept no responsibility for any loss caused to you as a result of any breach of security or misuse of any password or username by any third party.

#### 5.3. Emergency measures

We reserve the right for security reasons to suspend connection to the Service and/or to change any nominated password or username (and we shall have no responsibility for any inconvenience, wasted expenditure, loss of opportunity, loss of goodwill or reputation or financial loss caused as a result).

### 6. CONNECTION TO THE SERVICE

#### 6.1. Pre-requisites and equipment

You acknowledge and agree that the technical pre-requisites and other provisions set out in Schedule C shall apply, including in particular the line requirements. It is your responsibility to ensure that you have the appropriate equipment to connect to and use the Service. We accept no responsibility if the Service cannot be accessed or used (temporarily or otherwise) as a result of inappropriate or defective equipment provided by you.

#### 6.2. Dates

Any date or period for connection of the Service specified by us shall be an estimate only and time shall not be of the essence in relation to such time or period.

#### 6.3. Delays

freedom2surf accepts no responsibility for any inconvenience, wasted expenditure, loss of goodwill or reputation, loss of opportunity, or financial loss caused or suffered by any delay in the connection of the Service (save that there shall be an appropriate refund in the amount of any periodic fee payable by the Customer for the use of the Service under this Agreement if there shall be any delay in

the anticipated date of connection of the Service caused as a result of the fault of the Company).

## PART II – ANCILLARY MATTERS

### 7. PROVISION OF SOFTWARE OR OTHER ITEMS

#### 7.1. General

We may provide you with software, to enable you to access the Service or make enhanced use of the Service (.Software.).

#### 7.2. General

You agree:

- i. not to copy or modify the Software (otherwise than as may be necessary to access the Service); and
- ii. not to access the Service in an alternative way or in circumvention of any security measures contained in the Software (save where you have our written consent to do so).

#### 7.3. Licence

We grant to you for the duration of the Agreement a non-exclusive non-transferable licence to use the Software for the purposes of use of the Service. Such licence shall be subject to such terms as are brought to your attention prior to your use of the Software, and shall be suspended during any period of suspension of the Service.

#### 7.4. Special provision of equipment

Any equipment supplied by us to you shall be subject to a separate agreement between us and you, upon the basis of agreed terms and conditions for such supply (as may be set out on the freedom2surf website).

### 8. ADDITIONAL CONTENT PROVIDED BY US

#### 8.1. Use of Content

Content may only be used by you for your own private use (or as otherwise expressly agreed in writing by us). Content is used by Customers at their own risk, and we accept no responsibility for any accuracy, completeness or adequacy in relation to the same.

#### 8.2. Restrictions

You further agree:

- i. to respect the intellectual property rights in relation to the Content;
- ii. not to copy, store, transmit, distribute externally, or modify, adapt or alter the Content.

#### 8.3. Other terms

You agree that any use by you of Content shall be subject to any separate terms and conditions upon which the content is provided. These may be displayed online or elsewhere.

### 9. INTERNET AND TELECOMMUNICATIONS COSTS

#### 9.1. Internet availability

We accept no responsibility for the functioning of the Internet or any other service, which is accessed by you through the use of the Service, and accept no responsibility for any transaction or other activity undertaken by you

through the use of the Internet, or other service provided to you through the use of the Service.

## 9.2. Telecommunications costs

We shall have no responsibility for the telecommunications or other costs incurred by you through the use of the internet or any other service which you may access through the use of the Service

## 10. EQUIPMENT AND OPTIONAL EXTRAS

### 10.1. General

Where you order them in the course of signing up for the Service we may also provide you with additional equipment (e.g. modems, routers, microfilters) or services (e.g. domain name registration, extra IP addresses). When you order these the price for these will be added to the fees specified in Schedule D, and the terms in Clauses 10.2 and 10.3 will apply.

### 10.2. Equipment

Equipment will be supplied subject to the manufacturers' terms and conditions.

### 10.3. Domain names

Registration of any .uk domain name will be subject to the Nominet registration terms at [www.nominet.org.uk/nominet-terms.html](http://www.nominet.org.uk/nominet-terms.html), and registration of any other top level domain name will be subject to the ICANN registration terms and Uniform Domain-Name Dispute-Resolution Policy at [www.icann.org/udrp](http://www.icann.org/udrp).

## PART III – FINANCIAL PROVISIONS

## 11. FEES PAYABLE FOR USE OF THE SERVICE

### 11.1. General

You agree to pay the fees for the use of the Service as set out in Schedule D.

### 11.2. Periodic fees

Periodic user fees for the Service, shall be payable on the relevant renewal date, which shall be computed from the date of entering into the Agreement.

### 11.3. Modification of charges

We reserve the right to modify and introduce charges for the Service (including charges for maintenance and support services, for training and instructional materials and for the recovery of costs upon the cessation of a service) upon 30 days written notice, or the termination period of the relevant Service Agreement, whichever is the greater.

### 11.4. VAT

Unless otherwise stated all fees shall be exclusive of value added tax, which (where due) shall also be payable by you. All fees shall be paid in pounds sterling.

## 12. PAYMENT OF FEES

### 12.1. Date for payment

The fees (and any relevant VAT) shall be payable on the date of entering into the Agreement.

### 12.2. No waiver for Customer delay

The periodic fee payable under this Agreement shall be payable as from the date of our acceptance of your order, even though you have not as of yet obtained appropriate equipment to connect to and use the Service.

### 12.3. Rebate due to our delay

We may in our discretion rebate part of the periodic fees to you in relation to an internet connection Service, if (due to our fault) connection of such Service does not occur within 10 working days from the date of entering into of the Agreement

## PART IV – ADMINISTRATIVE & LIABILITY MATTERS

## 13. LIABILITY

### 13.1. Death, personal injury & other matters

Nothing in these Conditions shall exclude or limit our liability for death or personal injury caused by our negligence or exclude or limit our liability for fraudulent misrepresentation, and nothing in this Clause shall affect the statutory rights of consumers which cannot be limited.

### 13.2. General loss

Subject to Clause 13.1 and to clause 13.3, freedom2surf's liability under the Agreement shall be limited so far as permitted by law to the amounts paid or payable by you under the Agreement.

### 13.3. Loss of or damage to property

In respect of damage to tangible property caused by negligence (and in respect of any other matters to the extent that Clause 13.2 is not effective) freedom2surf.s liability for any breach of contract, statutory duty, or other obligation on its part shall, subject to Clause 13.1, not exceed one million pounds (£1,000,000).

### 13.4. Consequential loss

To the extent permitted by law, freedom2surf shall not be liable under the Agreement for:

- i.any indirect or consequential loss;
- ii.any loss of profits or revenue;
- iii.any loss of goodwill, reputation or opportunity,
- iv.any loss of or corruption of data.

### 13.5. Higher limitation

The limitations in this Clause are based upon freedom2surf's available insurance cover and other relevant matters. If you wish freedom2surf to accept legal responsibility for a higher amount this can be effected by specific agreement of the parties, upon your paying agreed additional fees for the higher liability.

## 14. RIGHTS TO REMOVE MATERIALS

### 14.1. Rights of removal

We shall be entitled to remove any material posted by you to any computer under our control which in our reasonable opinion is likely to infringe the intellectual property or other rights of any third party or which is otherwise unlawful.

### 14.2. Vetting

You acknowledge that we shall be under no responsibility or obligation to validate or vet (for usability, legality, content or correctness) any material communicated by you or hosted by us through the use of the Service

### 14.3. Indemnity

You agree to indemnify us (and any officer, consultant, agent or employee of ours) in respect of any third party claims made against us (or any such officer, consultant, agent or employee) resulting from any use or misuse of the Service by you (or by any employee, agent, consultant or officer of yours, or any other party using the Service with

your permission). The indemnity shall extend to any legal, professional and other costs incurred in defending any such claim, and any monies paid to the claimant by way of settlement of any such claim.

## 15. ACCESS TO PREMISES

### 15.1. Access

If we reasonably so require, you shall provide access to the premises from where the Service is being accessed. Access may be required for (but not limited to), for the purposes of the connection of the Service, repairs, maintenance, upgrades, or to investigate any actual or potential breach of this Agreement.

### 15.2. Access not available

If an engineer is booked to investigate a fault but no access is available then fees will be due for the engineer call out. (see Schedule D)

### 15.3. End User Equipment

If an engineer is booked to investigate a fault and no fault is found on the line then fees will be due for the engineer call out. (see Schedule D)

## PART V – TERMINATION & MISCELLANEOUS

## 16. TERMINATION

### 16.1. Termination on notice

Either freedom2surf or the Customer may terminate the Agreement at any time by service of 14 days notice in writing upon the other party, such notice to take effect at the end of the next period after termination of the notice. If we terminate the Agreement under this Clause, we shall refund to you an appropriate portion (computed upon a time basis) of any periodic fees paid by you for the use of the Service. If you terminate the Agreement under this clause, you shall not be entitled to any refund or rebate of any fees which you have paid or which are payable by you under the Agreement.

### 16.2. Termination for breach

We shall be entitled to terminate the Agreement without the need to give any notice in writing to you upon the occurrence of any one or more of the following events:

- i.breach by you of any provision under the Agreement;
- ii.non payment of any fees due from you to us under the Agreement.

### 16.3. Insolvency

We shall be entitled to terminate the Agreement without the need to give any notice in writing to you upon the occurrence of any insolvency action or procedure being commenced or implemented in relation to you.

### 16.4. Termination due to BT telephone line contract

We shall be entitled to terminate the Agreement without the need to give any notice in writing to you upon the occurrence of any change of your BT contract details of the underlying telephone line upon which the service is provided including:

- i.change of ownership, name, address, location, or service on the BT contract
- ii.stop of the telephone line for any reason by either you or BT.

### 16.5. Termination due to Outbound Migration

An Outbound Migration constitutes a termination of the Agreement and will be initiated once a MAC Code has been presented to another Service Provider and shall occur on the date provided by the gaining Service Provider.

Any activation fees waived at the time of subscribing will become due on request of a MAC code (if the Service has been held for less than a year) and must be settled by cheque payment prior to a MAC code being issued. The full 12 months balance will become due on Services with an Annual Contract and must be settled in full either via cheque or debit/credit card prior to a MAC code being issued.

### 16.6. Other events

We shall be entitled to terminate the Agreement without the need to give any notice in writing to you upon the occurrence of any one or more of the following events:

- i.if we in our opinion believe that termination of the Service is necessary to protect our goodwill or reputation and/or of our services or products (or necessary to protect the service provided by us to other users);
- ii.if we in our opinion believe that you are in breach of the provisions of Clause 3 or Schedule B of these Conditions;
- iii.the receipt by us of any complaint, letter before action, or proceedings by any third party in relation to the manner of your use of the Service, or the content of any material published by you through the use of the Service.
- iv.If we in our opinion believe that you are in breach of our Acceptable Use Policy.

## 17. CONSEQUENCES OF TERMINATION

### 17.1. General

The Service shall cease to be provided as from the point in time of termination of this Agreement.

### 17.2. Return or removal of items

Immediately on termination you shall:

- i.return to us all equipment, manuals, software, CD-ROM, other storage media, property, documents or information provided by us on loan or hire to enable you to access the Service (and for this purpose shall provide access to us or our representatives or agents to any premises where any such items may be located);
- ii.remove or arrange for the removal from any computer in your possession custody power or control, of any software provided by us for the use of the Service.

### 17.3. Notification of termination

If we terminate the Agreement under Clauses 16.2, 16.3 or 16.4 above:

- i.we shall endeavour as soon as reasonably practicable to give notice of such termination by email to you;
- ii.we shall not be liable to refund any fees paid or payable by you, and any claims, rights of action, and rights of indemnity we have shall continue to subsist.

### 17.4. Prior rights

Termination of the Agreement shall not affect any rights or claims available to the parties under the Agreement, and in particular any fees due to us from you shall continue to be payable (subject to time apportioned rebate of periodic fees

under Clause 16.1), and any indemnity provided to us by you shall continue in operation

## 18. SUSPENSION OF SERVICE

### 18.1. Right to suspend

In addition to the right of termination in Clause 16, we shall have the right to suspend the Service without notice on the occurrence of any of the events specific in Clause 16.2, 16.3 or 16.4.

### 18.2. Consequences of suspension

If we exercise the right to suspend the Service in Clause 18.1:

- i. we will provide you with notice in writing as soon as reasonably practicable after suspending the service under Clause 18.1;
- ii. the Agreement shall continue to subsist during the period of suspension, and we shall not be liable to repay any fees paid or payable by you during the period of suspension;
- iii. we may following such suspension subsequently terminate this Agreement under Clause 16 of the Agreement.

### 18.3. Notice of re-commencement

We will provide notice in writing to you if we shall (in our absolute discretion) decide to end any suspension of the Service

## 19. MISCELLANEOUS

### 19.1. Headings

The headings to the clauses of these Conditions, and headings to other parts are included for ease of reference only and shall not affect the interpretation of these Conditions.

### 19.2. Assignment

You shall not without our prior consent (which consent we may withhold at our absolute discretion) assign, transfer, or sublicense the Agreement or any of the benefits to be provided by us under this Agreement, or permit any third party to use the Service.

### 19.3. Notices

- i. All notices to be given under the Agreement must be in writing in English.
- ii. Notices to freedom2surf may be served upon our postal address or via the cancel button on the freedom2surf members area website. Notices to freedom2surf shall not be effective unless physically received by us.
- iii. Notices upon the Customer may be served upon your last known home, business, or e-mail address as known to us. Notices to you shall be deemed to have been received by you when the relevant notice ought to have been received by you in ordinary course through the use of the relevant means of transmission

### 19.4. Force Majeure

We shall have no liability if we are unable to provide or connect the Service or if the continuation of the Service is interrupted or withdrawn due to any cause beyond our reasonable control, including (but not limited to) actions of

third parties, civil unrest, industrial action, fire, inclement weather, and national emergency.

### 19.5. Variation of Agreement

We shall be entitled to vary this Agreement upon the giving of 28 days notice in writing to you. No other variation or amendment to this Agreement shall be effective unless made or confirmed by you in writing.

### 19.6. Waiver

Any failure or delay by us in exercising any of our rights under the Agreement, will not constitute a waiver of that right, or prevent the future exercise of such right.

### 19.7. Third party rights

Save in respect of Clause 14.3, the parties do not intend any term of this Agreement to be enforceable by any third party pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999

### 19.8. Severability

If any Clause or part of these Conditions is found to be unlawful or unenforceable in whole or in part, then that provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability

### 19.9. Governing law

The Agreement will be governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

## SCHEDULE A

### The Service

#### 1. Freedom2surf ADSL in one of the following options

Lite – Up to 8Mb download speed and 448k upload speed with 10GB monthly transfer. (We will install the fastest possible Lite speed available at the time of subscribing for the Lite service - speed is subject to line length and quality)

Pro – Up to 16Mb download speed and up to 1Mb upload speed with unlimited transfer. (We will install the fastest possible Pro speed available at the time of subscribing for the Pro service - speed is subject to line length and quality)

Premium – Up to 16Mb download speed and up to 1Mb upload speed with unlimited transfer. (We will install the fastest possible Premium speed available at the time of subscribing for the Premium service - speed is subject to line length and quality)

Cascade Start – Up to 8MBit download speed and 448k upload speed with 0.5 GBytes monthly data transfer contended at 50:1 - (We will install the fastest possible Cascade Start speed available at the time of subscribing for the Cascade Start service - speed is subject to line length and quality )

Cascade Lite - Up to 8MBit download speed and 448k upload speed with 5 GBytes monthly data transfer contended at 50:1 - (We will install the fastest possible Cascade Lite speed available at the time of subscribing for the Cascade Lite service - speed is subject to line length and quality)

Cascade Home - Up to 8MBit download speed and 448k upload speed with 20 GBytes monthly data transfer contended at 50:1 - (We will install the fastest possible Cascade Home speed available at the time of subscribing for the Cascade service - speed is subject to line length and quality)

Cascade Plus - Up to 8MBit download speed and 448k upload speed with 50 GBytes of monthly data transfer contended at 50:1 - (We will install the fastest possible Cascade Plus speed

available at the time of subscribing for the Cascade Plus Service - speed is subject to line quality)

Broadband for Gamers – Up to 8MBit download speed and 448k upload speed with 50 GBytes of monthly data transfer contended at 50:1 – (We will install the fastest possible Broadband for Gamers speed available at the time of subscribing for the Broadband for Gamers Service – speed is subject to line quality)

Pro 512k - Business Wires Only with up to 512k download speed and 448k upload speed contended at 50:1

Pro 2Mb - Business Wires Only with up to 2Mb download speed and 448k upload speed contended at 50:1

Pro 512k - Business Wires Only with up to 512k download speed and 832k upload speed contended at 20:1

Pro 8Mb - Business Wires Only with up to 8Mb download speed and 832k upload speed contended at 20:1

The Service is provided and supported up to and including the BT Master Socket or Service Specific Front Plate.

The Service is fixed to the BT physical line and can only function against the same uninterrupted and unchanged BT Line Rental Contract.

All Pro Services are Monthly Contracts which renew automatically each month unless notice is given to terminate the Service. Cascade Start, Cascade Lite, Cascade Home and Cascade Plus can be either Monthly or Annual Contracts, the Contract Term is selected when subscribing to the Service. Annual Contracts convert to Monthly Contracts after completion of a full 12 months Service and will then renew automatically each month unless notice is given to terminate the Service.

All Services can be regraded to any other Service subject to a positive line test result except those with annual contracts. Cascade Services with annual contracts can only be regraded to another Cascade Service until the completion of the annual contract (the remainder of the annual contract will still apply after the regrade has taken place).

### SCHEDULE B

Conditions, limitations and prohibitions in relation to the use of the Service

1. Without prejudice to the contents of Clause 3 of the Conditions, the Customer agrees to use the Service in accordance with freedom2surf's Acceptable Use Policy (as available and amended from time to time).
2. The Customer also agrees (without prejudice to paragraph 1 above) not to use the Service in breach of good netiquette practices.
3. If the Customer sets up its own web site(s) ("the Web site(s)") or file sharing services as part of the Service, the Customer shall be responsible for all material contained on the Website(s) or file share, including material placed upon the Website(s) or file share by a third party.
4. The Customer (if carrying on a trade or business) shall state his principal business address upon the Website(s).
5. Without prejudice to Clause 3 of the Conditions, the Customer agrees that the material contained upon the Website(s) or file share will not infringe the intellectual property or other legal rights of any third party, and whether arising under English law or under the laws of any other jurisdiction.
6. The Customer also agrees upon request by freedom2surf, to remove or prevent access to any material which is hosted through the use of the Service.

7. The Customer agrees to ensure that all material communicated by the Service or hosted by the Company through the use of the Service is checked for viruses or other harmful codes

8. The Customer agrees to make regular back ups of all material and data hosted through the use of the Service.

### SCHEDULE C

Prerequisites and other provisions relating to connection to the Service

1. The following constitute prerequisites for connection to the Internet Access Service:
  - 1.1. a standard copper BT analogue single telephone line;
  - 1.2. an ADSL enabled exchange;
  - 1.3. successful completion of telephone line test and survey for ADSL suitability, and technical compatibility with ADSL requirements;
  - 1.4. (if applicable) appropriate installation of suitable equipment needed for the use of the Service;
  - 1.5. (in relation to consumers), for safety purposes, the equipment shall bear the European Consumer Equipment Standards "CE" mark;
  - 1.6. (in relation to business users), where the freedom2surf so requires, its approval of the connection equipment to be used or intended to be used by the Customer;
  - 1.7. (for consumers) the expiry of any statutory cancellation period
  - 1.8. the activation of the Service
2. The Customer's telephone system may be temporarily lost during installation of equipment necessary for the use of the Service. The period of the loss of the telephone service may range from a few minutes to several hours. freedom2surf shall be under no responsibility for any inconvenience, wasted expenditure, loss of opportunity, loss of goodwill or reputation or financial loss caused as a result of such loss of service.
3. It is the Customer's responsibility to ensure that the location where the Service is accessed is suitable for the purpose, including in terms of (but not limited to) air conditioning, static humidity levels, fire suppression system, security levels and electrical supplies.
4. It is the Customer's responsibility to ensure the equipment to be plugged into the Service is suitable for the purpose, including in terms of (but not limited to) microfilters, splitters, ADSL modems, routers, computer equipment, USB ports and operating systems.

### SCHEDULE D

Fees payable for the use of the Service

#### Current Products

Standard Activation Fees:

A £46 inc VAT setup fee applies to Lite, Pro and Premium services. £46 setup fee is waived if migrating to us using a valid MAC code.

Periodic Fees:

Lite with 10GB monthly transfer  
Monthly Price £13.70/mth inc. VAT.

Pro with unlimited transfer  
Monthly Price £16.63 inc. VAT

Premium with unlimited transfer  
Monthly Price £22.51 inc. VAT

Select any Lite, Pro or Premium broadband service and enjoy the 13<sup>th</sup> month free (subject to 12 month contract) without the free month, broadband packages are subject to a 3 month contract.

## **Discontinued for New Customer Products**

### Standard Activation Fees:

Cascade Start, Lite, Home and Plus Activation Fee £42.55 plus VAT

Professional 512k 50:1, Professional 2Mb 50:1, Professional 512k 20:1, Professional 8Mb 20:1 Activation £49.99 plus VAT

### Periodic Fees:

#### Consumer Only

Cascade Start with 0.5GBytes monthly data transfer 50:1 – Monthly Contract £11.91 plus VAT

Cascade Lite with 5Gbytes monthly data transfer 50:1 – Monthly Contract £12.76 plus VAT

Cascade Home with 20Gbytes monthly data transfer 50:1 – Monthly Contract £17.01 plus VAT

Cascade Plus with 50Gbytes monthly data transfer 50:1 – Monthly Contract £20.42 plus VAT

Broadband for Gamers with 50Gbytes monthly data transfer 50:1 – Monthly Contract £21.27 plus VAT

#### Business Only

Cascade Business Lite with 5Gbytes monthly data transfer 50:1 – Monthly Contract £14.99 plus VAT per month

Cascade Business with 20Gbytes monthly data transfer 50:1 – Monthly Contract £19.99 plus VAT per month

Cascade Business Plus with 50Gbytes monthly data transfer 50:1 – Monthly Contract £23.99 plus VAT per month

Pro 512k - Business Wires Only with up to 512k download speed and 448k upload speed contended at 50:1 – Monthly Contract £22.50 plus VAT

Pro 2Mb - Business Wires Only with up to 2Mb download speed and 448k upload speed contended at 50:1 – Monthly Contract £39.99 plus VAT

Pro 512k - Business Wires Only with up to 512k download speed and 832k upload speed contended at 20:1 – Monthly Contract £34.99 plus VAT

Pro 8Mb - Business Wires Only with up to 8Mb download speed and 832k upload speed contended at 20:1 – Monthly Contract £49.99 plus VAT

### Standard Activation Fees:

Connect Start, Lite, Connect Home User and Connect Plus Activation Fee £42.55 plus VAT (for consumers only) - not applicable on Annual Contracts and Inbound Migrations.

Connect Lite, Connect Home User and Connect Plus Activation Fee £49.99 plus VAT - not applicable on Annual Contracts and Inbound Migrations.

Pure IP Services Activation Fee £59.99 plus VAT - not applicable on Inbound Migrations.

### Periodic Fees:

Connect - for consumers only

Connect Start with 0.5GBytes monthly data transfer 50:1 – Monthly Contract: £11.05 plus VAT per month, Annual Contract: £13.61 plus VAT per month

Connect Lite with 2 GBytes monthly data transfer 50:1 - Monthly Contract: £12.76 plus VAT per month, Annual Contract: £15.31 plus VAT per month.

Connect Home User with 10 GBytes monthly data transfer 50:1 - Monthly Contract: £17.01 plus VAT per month, Annual Contract: £19.57 plus VAT per month.

Connect Plus uncapped monthly data transfer 50:1 - Monthly Contract: £21.27 plus VAT per month, Annual Contract: £23.82 + VAT per month.

#### Connect

Connect Lite with 2 GBytes monthly data transfer 50:1 - Monthly Contract: £14.99 plus VAT per month, Annual Contract: £17.99 plus VAT per month.

Connect Home User with 10 GBytes monthly data transfer 50:1 - Monthly Contract - £19.99 plus VAT per month, Annual Contract: £22.99 plus VAT per month.

Connect Plus uncapped monthly data transfer 50:1 - Monthly Contract: £24.99 plus VAT per month, Annual Contract: £27.99 plus VAT per month.

Connect: Annual Contracts convert to Monthly Contract terms after completion of a full 12 months Service.

#### Pure IP

Pure IP 512 Home User Wires Only 50:1 £19.15 plus VAT per month (for consumers only)

Pure IP 512 Business Lite Wires Only 50:1 £22.50 plus VAT per month

Pure IP 1024 Power User 50:1 £29.99 plus VAT per month

Pure IP 1024 Power User+ 20:1 £42.54 plus VAT per month (for consumers only)

Pure IP 2048 Power User 50:1 £39.99 plus VAT per month (for consumers only)

Pure IP 2048 Power User 50:1 £46.99 plus VAT per month

Pure IP 2048 Power User+ 20:1 £59.56 plus VAT per month (for consumers only)

Pure IP 512 Business Wires Only 20:1 £34.99 plus VAT per month

Pure IP 1024 Business Wires Only 20:1 £49.99 plus VAT per month

Pure IP 2048 Business Wires Only 20:1 £69.99 plus VAT per month

### Other Fees:

All Broadband regrades are free  
Inbound migration fee: Free for all services

Cascade Boost £0.84 plus VAT per month.  
Cascade Boost is an additional allowance of 1 GByte of data transfer, only available with Cascade Consumer Only services.

Engineer Call Out Fee: a £50.00 plus VAT fee will be applied should any of the following conditions arise

If an engineer cannot gain access to the customer property at the allotted time as agreed by the customer (to us or BT Wholesale).

Circuit proved ok and problem identified as customer equipment problem.

If the customer decides not to have the work carried out and has not provided us with at least 1 working days notice of this.

Late Notice Cancellation of ISDN/ADSL Conversion Fee: If an engineer arrives and cannot gain access to the specified premises at the allotted time as agreed by the customer (to us or BT Wholesale) to perform an ISDN/ADSL Conversion or you decide that you no longer want the ISDN/ADSL conversion and you do not provide one working days notice then a £100 + VAT fee will be applied to your account.

**Late Notice Cancellation Fee:** If after seven days of receipt of your order but prior to service being activated you decide to cancel then a late notice cancellation charge will be applied: £29.99 plus VAT.

**Activation Fee:** If activation fee is waived and service is cancelled within 12 months then the standard activation fee associated with the product as detailed above is due.

From time to time freedom2surf may offer a waived activation fee ("free activation"). In which case the minimum term will be described during the sign-up process.

**Free Broadband Equipment:** From time to time freedom2surf may offer free broadband equipment. In these cases the minimum term will be described during the sign-up process,

**Reworking Charge:** This charge will apply when a BT Engineer at a customer site has to make good any existing non-BT installed wiring to make it fit for installation. Work will only be undertaken with the consent of the customer and charges will be raised directly by BT against the customer.

This does not affect your statutory rights.