



TreeNet

Service Specific Terms and Conditions for TreeNet Broadband Services – Hull

1. Definitions

Communications Provider shall be given the meaning set out in the Communications Act 2003.

DSLAM means digital subscriber line access multiplexer.

Line Rate means the rate of connection between Your equipment and the DSLAM located at the local exchange.

Network Operator means any authorised public telecommunications operator used by the Service Provider to deliver the Services to You.

OFCOM means the Office of Communications or any successor thereto.

Rate Adaptation means the automatic negotiation of the best Line Rate between the DSLAM and the Customer Equipment, based on the settings within Our network, as applicable, line characteristics and conditions. Rate Adaptation can occur several times a day, thus resetting the rate between the Customer Equipment and the DSLAM.

Service Provider Network means the telecommunications infrastructure and system operated by the Service Provider in order to provide the Service.

Third Party Equipment means any equipment not supplied by the Service Provider and used by You to provide, access or obtain the Services.

VDSL means very high speed digital subscriber line.

2. Orders and Provision of Services

- 2.1. The Service Provider shall use reasonable endeavours to make each Service available for use by You in accordance with any written agreed timescales unless the Service Provider is unable to do so as the result of:
(a) a failure by You to fulfil Your obligations under this Agreement; (b) any delay caused by a nominated third party (including, without limitation, other Network Operators); (c) delays caused by planning permission and/or OFCOM approvals that may be required and/or (d) any technical issues that may arise during installation.
- 2.2. You acknowledge that:
(a) some technical limitations within the Service Provider's network may not become apparent until after the Service has been installed and working for some time. In such instances, the Service Provider may terminate that Order on notice to You. In such circumstances, the Service Provider will notify You of any alternative services the Service Provider can provide to You, if any; and
(b) where the Service Provider is supplying a Service (VDSL), following the activation of Your service (VDSL) the Customer may suffer a temporary loss of telephone service. This will be reinstated following installation as soon as reasonably possible.
- 2.3. You acknowledge that in respect of certain Services, the Service Provider may implement an additional element to the Service, which will scan all incoming and outgoing emails for viruses. If the Service Provider detects a virus, the Service Provider will not deliver the infected email.
- 2.4. If You use the Service to send or receive emails, the Service Provider reserves the right to delete any unread emails two months after receipt.
- 2.5. You acknowledge that the Service Provider may from time to time make changes to the Service Standards. Such changes will be notified to You not less than 30 days prior to them taking effect. You may at any time during this Agreement terminate this Agreement on 30 days prior written notice, if any change in the Service Standards made by the Service Provider can be shown detrimental to You.
- 2.6. The Service Provider does not guarantee the continuous availability of any particular Service and You acknowledge that the Service Provider may be dependent upon third parties (including without limitation, other Network Operators) when providing the Service. Notwithstanding any other provisions of this Agreement, the Service Provider will not be liable to You in contract, tort (including negligence) or otherwise for the actions of any third party (including, without limitation, acts or omissions of the other

Network Operators) that affect or otherwise impact upon the provision of the Service.

- 2.7. The Service Provider shall be entitled to:

- (a) change the technical specification of the Services where necessary for operational reasons, subject to such change not materially adversely affecting the performance of the Service (except where it is reasonable to do so);
- (b) suspend the Services for operational or technical reasons or in case of emergency; and
- (c) give You instructions which the Service Provider believes to be necessary for health and safety reasons or for maintaining the quality of the Services.

But before doing any of these things, the Service Provider will give You as much notice as possible.

- 2.8. You must maintain a contract for the use of the Service Provider's Network exchange line from a Communications Provider or a provider of wholesale line rental services with respect to each Service taken by You under this Agreement if required for the provision of the relevant Service. The parties acknowledge that the Communications Provider or the relevant provider of wholesale line rental services will continue to charge You the line rental and any other charges due with respect to the provision of this exchange line. In the event that You fail to maintain such a line, the Service Provider may terminate that Order immediately on notice.
 - 2.9. It is Your responsibility to correctly configure Your LAN and all connected devices and to protect themselves adequately from virus and other system attacks (using up to date software). The consequence of inadequate anti-virus or firewall systems could be that You unintentionally cause interference or damage to other Internet connected devices. The Service Provider may have to suspend Your Service if such interference occurs.
 - 2.10. You will be responsible for restoring the condition of the Site after any of the Service Provider's installation or de-installation work, including any redecorating that may be necessary.
 - 2.11. You will for the duration of this Agreement (without prejudice to Your liability to the Service Provider), at Your own expense, effect and maintain insurance in relation to the Service Provider's Equipment with a reputable insurance company and such insurance will be in an amount equal to the full new replacement value of the Service Provider's Equipment (including all taxes duties and other payments incidental to any replacements) and on fully comprehensive terms (including third party liability) against loss or damage from any cause, including, but without limitation, all risk of third party liability arising out of the presence or use of the Service Provider's Equipment. You will provide the Service Provider written proof of such a policy within 5 Working Days of the Service Provider's written request for the same.
 - 2.12. Any software contained in the Service Provider's Equipment and any software or documentation provided by the Service Provider in connection with the provision of the Services is and will remain the Service Provider's property or that of the Service Provider's licensors. You are granted a non-exclusive, non-transferable right to use such software and manuals for the purpose of accessing the Services during the continuation of the Order under which it is provided. Save as permitted by the law, You will not copy, de-compile or modify such software and/or manuals. You will indemnify and keep the Service Provider indemnified against any costs, losses, damages, or liability the Service Provider may incur due to You amending or in any way altering the software.
- ### 3. Rate Adaptation
- 3.1. The provision of this clause 5 shall only apply where You order Services that are delivered using VDSL.
 - 3.2. You acknowledge and agree that the speed and the stability of the operation of the Service is determined by:
 - (a) the characteristics of the exchange line, which includes its physical length, quality and susceptibility to interference from other exchange lines;
 - (b) the specific IP application protocol used;



- (c) electrical, electromagnetic or radio frequency interference;
 - (d) Rate Adaptation and the Line Rate of Your Equipment;
 - (e) the capacity available within the Service Provider's network traffic or the internet generally; and/or
 - (f) the management of the Service Provider's network traffic and the priority that may be applied to the Service that You have purchased from the Service Provider.
- 3.3. You acknowledge that Your Line Rate will be subject to Rate Adaptation. Rate Adaptation can occur several times each day and may change the Line Rate available to You. Such changes in the Line Rate may reset Your connection to The Service Provider's Network of the DSLAM.
- 3.4. The Service may provide upstream (and downstream) Rate Adaptation. If so, there shall be a maximum and minimum Line Rate available for the Service. Information regarding the maximum and minimum Line Rate available for the Service can be obtained from the Service Provider, if required.

4. Routers

- 4.1. If You provide Your own router, You are responsible for ensuring that such router is of an appropriate specification and set correctly to use with the Services.
- 4.2. If the Service Provider believes that the router You are using with the Services is causing a problem or security vulnerability for other customers, the Service Provider will have the right to push corrective firmware to such router in order to fix the problem or vulnerability. The Service Provider will not always do this but may choose to do so if a problem with a router is affecting other users of the Service.

5. Use of the Services

- 5.1. You shall ensure that You only use the Services for business purposes. The Services are not available for domestic or residential use.
- 5.2. You will comply with any restrictions set out in the Service Standard with regard to the number of PC's that You are able to connect to the Services or the networking of the Services with a LAN.
- 5.3. You must use the Services only in accordance with the Service Provider's instructions as may be notified in writing from time to time and in accordance with the relevant provisions of the Acts, the Service Provider's Acceptable Use Policy and any other relevant Law.
- 5.4. You shall use the Services in accordance with the provisions of this Agreement, or such reasonable operating guides and instructions as may be notified by the Service Provider to You from time to time, and in accordance with all relevant provisions of the Acts and any other relevant Law. Without limitation to the foregoing, You shall comply with the provisions of the Communications Act 2003 relating to advance notification to OFCOM and the general conditions of entitlement.
- 5.5. You shall not use the Service:
- (a) in any way that is unlawful or fraudulent or, to Your knowledge, had any unlawful or fraudulent purpose or effect, which shall include (without prejudice to the generality of the foregoing) the carrying out of a fraud or criminal offence against the Service Provider or any other Network Operator;
 - (b) In any way that contravenes any licence or third party rights;
 - (c) to knowingly or recklessly transmit any material which contains software viruses or any computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
 - (d) in any way which (in the Service Provider's reasonable opinion) brings the Service Provider's name into disrepute or in any way which intentionally causes damage or disruption to the Service or the Service Provider's network;
 - (e) to send, knowingly receive, upload, download, use or re-use material which is abusive, indecent, offensive, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or is intended to, cause annoyance, inconvenience or worry or needless anxiety or which is defamatory, an act of

- treason or intended to be a hoax call to any emergency services;
 - (f) in a way that does not comply with any instructions the Service Provider gives pursuant to clause 2.7.
 - (g) in a way that, in the Service Provider's reasonable opinion, could materially affect the quality of, or be detrimental to, any telecommunications services, including the Service;
 - (h) to spam or send or provide unsolicited advertising or promotional material or knowingly receive responses to any Spam, unsolicited advertising or promotional material sent or provided by any third party; or
 - (i) for high traffic applications which (in the Service Provider's reasonable opinion) are an unsuitable use of the Service.
- 5.6. You shall make any such changes and modifications to any Third Party Equipment as the Service Provider may in the Service Provider's absolute discretion determine necessary in order to provide Services subject to any obligations You may be subject to pursuant to the relevant Law. You acknowledge that if You do not make any such changes and modifications then the Service Provider may not be able to route the Services to You.
- 5.7. You shall, if so requested by the Service Provider, provide such information in respect of any Third Party Equipment as the Service Provider may reasonably require for the purposes of providing the Services including, without limitation, information in respect of any router You are using with the Services.
- 5.8. Both parties agree to co-operate fully with the Police and any other relevant authorities (including but not limited to the Inland Revenue, the Trading Standards Office and/or OFCOM and any successors from time to time) in connection with any misuse or suspected misuse of the Services and You consent to the Service Provider co-operating with any other telecommunications operators in connection with any fraudulent or illegal activity related to or connected with the Services and agrees that the Service Provider shall be entitled to divulge name and address and account information relating to You to such third parties in so far as permitted under applicable Data Protection legislation.
- 5.9. You will use reasonable endeavours to avoid causing congestion on the Service Provider's Network and do not misuse the network in any way. Where the Service Provider notifies You of any such congestion or misuse, then You shall immediately take reasonable steps to prevent such congestion or misuse. If You do not promptly take such steps then the Service Provider shall be entitled to take all reasonable steps to protect the Service Provider's Network including the suspension and/or termination of the Services or any part of the Services.
- 5.10. You acknowledge that the Service Provider may from time to time make changes to the Acceptable Use Policy. Such changes will be notified to You not less than 30 days prior to their taking effect. You may at any time during this Agreement terminate this Agreement on 30 days prior written notice if any change in the Acceptable Use Policy made by the Service Providers can be shown to be detrimental to you.
- 5.11. You shall:
- (a) provide all equipment, software, systems and facilities necessary to make use of the Services (other than the Service Provider's Equipment which may be provided by the Service Provider to You);
 - (b) protect Your own computer equipment used to access the Services from viruses, spyware and other malicious or harmful programs and take reasonable steps to prevent viruses, spyware and other malicious or harmful programs from transferring to any other systems;
 - (c) notify the Service Provider as soon as they become aware of any password misuse or security breaches;
 - (d) indemnify the Service Provider against any liability the Service Provider may incur as a result of any use or misuse made of the Services by You, including in respect of content uploaded or downloaded, emails sent and received and materials placed on any web space using the Services;



- (e) be aware that any password and encryption keys, and any information that the Service Provider may have gathered or which the Service Provider is storing for or concerning You in provision of the Services, may be disclosed by the Service Provider in order to comply with all applicable laws and lawful government requests, sometimes without notice.
- 5.12. You will indemnify the Service Provider against any claims or legal proceedings, which are brought or threatened against the Service Provider because the Service is used by You in breach of this clause 5.
- 6. Charges and; Payments in addition to the Standard Terms and Conditions**
- 6.1. You shall pay to the Service Provider the charges at the tariff and pricing for the Service(s) set out in the Order Form under Schedule 1. All international call usage charges will be set at the Service Provider's Standard International Tariff unless otherwise stated in the Agreement.
- 6.2. Charging will begin on the date on the Service Commencement Date. Charges will be based on the Service Provider's records obtained from the Network Operator. Unless otherwise stated calls are subject to a call set up fee of 2.25pence for local & national calls, 3.5pence for calls to O2 mobiles, 3.6pence for calls to vodafone mobiles, 4.1pence for calls to orange mobiles, 4 pence for calls to T-Mobile and 6pence for calls to 3 mobiles.
- 6.3. Calls are billed per second.
- 6.4. You agree that the Service Provider may invoice You for any call made or charge incurred under this Agreement at any time following the date on which the call was made or the charge incurred.
- 6.5. Any fraud or other improper use of the Service(s) committed by any third party shall not relieve You of Your payment obligations to the Service Provider under this agreement.
- 6.6. Where in order to provide You with the Service it is necessary in the Service Provider's reasonable opinion to (whether in whole or in part) use non-standard or exceptionally expensive methods or where a substantially greater cost than usual is incurred by the Service Provider so as to render the Service Provider's standard tariff inappropriate the Service Provider may charge and additional charge.
- 6.7. Where another Network Operator charges the Service Provider for engineering work, the Service Provider reserves the right to recharge such charges to You.

7. Service Provision

- 7.1. If You are migrating the broadband element of the Services from a third party provider of an alternative broadband service, You will need to obtain a Migration Authorisation Code ("MAC") from that service provider. This MAC will be valid for thirty days from the date of issue and can only be used once. It is Your responsibility to obtain the MAC and to ensure that You provide it to the Service Provider in sufficient time to process the migration. The Service Provider will not be responsible for any delay, costs, expenses, loss or damage arising through failure to connect the broadband element of the Services as a result of Your failure to provide the MAC as required by this condition.

8. Limitations of Liability

- 8.1. You acknowledge and accept that the Service Provider does not have control over, nor are responsible for any third party information, software, content or services obtained by You whilst using the Services. Use of the Services is solely at Your risk and the Service Provider shall not be liable to You for any loss or damage of any nature whatsoever You suffer as a result of the use or reception of such materials.

9. Indemnity and Undertaking

- 9.1. The Service Provider's obligations under this Agreement shall be solely to You and You agree to fully indemnify, defend and hold harmless the Service Provider against any and all liabilities, claims and costs (including legal costs) arising from any use or misuse of the Services, including in respect of content uploaded or downloaded, emails sent and received, and materials placed on any web space provided via the Services and any and all claims by any third party in connection with the Services regardless of cause of action.
- 9.2. You shall be liable to the Service Provider for any acts and omissions of third parties relating to the use of the Services.

10. General

- 10.1. You are not authorised or entitled to re-sell, re-supply or otherwise distribute or sub-license the software, documentation and/or any equipment provide by the Service Provider without the Service Provider's written agreement or unless otherwise permitted by the terms of this Agreement.

By signing below, You confirm that You have read these Service Specific Terms and Conditions for TreeNet Broadband Services – Hull, and agree to be bound by them, together with the TreeNet Standard Terms and Conditions set out in, or deemed to form part of this Agreement and the Charges detailed within the Order Form.

Customer Signature:	
Printed Name:	
Position:	
Company:	
Date:	