

Broadband Services Terms & Conditions

1. DEFINITION AND INTERPRETATION

In these terms and conditions:

“Agreement” means the contract between You and Us incorporating these terms and conditions, Our Order Form, Price List, Service Schedule, and Service Guarantee.

“Broadband Residential “Silver or Gold” means a particular Service provided by Sure South Atlantic Ltd (Ascension Island) as specified in Our Order Form, Price List and Service Schedule and Service Guarantee.

“Broadband Business “Bronze, Silver or Gold” means a particular Service provide by Sure South Atlantic Ltd (Ascension Island) as specified in Our Order Form, Price List and Service Schedule and Service Guarantee.

“Consumer Code of Practice” means Our published Customer Charter, available on request from Customer Services.

“Customer Premise Equipment” means Telecommunications Apparatus (including any extension wiring and sockets) located at Your Premise and connected to a Telecommunications Network at a Network Termination Point.

“Effective Date” means the date from which this Agreement is effective, as detailed in the Order Form

“Fault” means any failure of the Service causing continuous total loss of the ability to convey message, but does not include the loss of such ability arising as a result of Our suspension of the Service pursuant to this Agreement

“Interconnect” and “Interconnection” means the physical and logical linking of telecommunications networks in order to allow the user of one organisation to communicate with the users of that or another organisations or to access services provided by another organisations and services may be provided by the parties involved or other parties who have access to the network

“Network Termination Point” means any physical point of connection forming part of a

Telecommunications Network at which another Telecommunications Network or Customer Premise’s equipment may be connected.

“Normal Working Hours” means between the hours of 08:00 to 16:30, Monday to Friday (but excluding Public/Bank Holidays).

“Order Form” means Our Order Form, signed by You, detailing the Service and other relevant information and forming parts of this Agreement

“Premise” means the premise in which the Service is or is to be provided under this Agreement.

“Price List” means Our published Price List detailing the Service and other relevant information as amended from time to time and forming part of this Agreement

“Service” means the telecommunication service and any facilities provided by Us to You in connection with the telecommunications service, as specified in the Order Form, Price List, Service Schedule and Service Guarantee

“Service Delivery Date” means the date on which We make the Service ready for use.

“Service Provider” means a person other than Us who provides a service to others using the Service provided by us

“Service Schedule and Service Guarantee” means Our Service Schedule detailing additional terms and conditions as amended from time to time and forming part of this Agreement

“Term of Service” means minimum term as indicated and agreed on the Order Form.

“Telecommunications Apparatus” has the same meaning as in section 4 of Telecommunications Ordinance (Ascension) 2000

“Telecommunications Equipment” has the same meaning as in section 4 of Telecommunications (Ascension) Ordinance 2000

“Telecommunications Network” means Transmission systems and, where applicable, switching equipment and other resources which permit the conveyance of signals between defined

termination points by wire, radio, optical or other electromagnetic means.

“We”, “Us” or “Our” means Sure South Atlantic Ltd (Ascension Island)

“You” means the customer entering into this Agreement words in the singular include the plural and vice versa

2. PROVISION OF SERVICE

2.1 We shall provide the Service in accordance with the Service Schedule and Service Guarantee

2.2 If You ask Us to provide any part of the Service outside Normal Working Hours then We will charge You at Our applicable hourly rate as set out in the Price List

2.3 If We are unable to provide You with the Service for technical reasons then we will:

2.3.1 where possible, offer You an alternative Service; or

2.3.2 terminate the agreement.

3. SPECIAL PROVISION OF SERVICE

3.1 If in order to meet Your requirements We need to provide any part of the Service in a non-standard or exceptionally expensive manner then We may at Our sole discretion make additional charges to those specified in the Price List. We will notify You in writing of any additional charges and You may cancel Your application for the Service within 10 days of such notice being sent.

3.2 If at Our sole discretion the provision of the Service in a non-standard or particularly expensive manner requires additional or amended terms and conditions then We will notify You in writing of them and You may cancel Your application for the Service within 10 days of such notice being sent.

4. USE OF SERVICE

4.1 We may from time to time give You written instructions about the use of the Service that We believe are in the interests of health, safety or quality of Service to You or other customers.

4.2 You or any other person must use the Service in accordance with Telecommunications Ordinance (Ascension) 2000, all other laws and regulations relevant to the Service, and any instruction that We may notify to You pursuant to paragraph 4.1

4.3 You shall not use the Service or permit any other person to use the Service;

4.3.1 for any communications that is grossly offensive or of an indecent, obscene or menacing nature;

4.3.2 for the purpose of causing annoyance, inconvenience or anxiety to another by sending messages that are false or of a persistent nature;

4.3.3 in breach of instructions We have given You pursuant to paragraph 4.1;

4.3.4 to send, receive upload, download, use or reuse any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing or in breach of confidence, copyright, privacy or any other rights.

4.3.5 to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.

4.4 We may give You written notice and immediately suspend the Service:

4.4.1 if we believe it is used in a manner that materially harms the integrity, security or interoperability of the Telecommunications Network; or

4.4.2 if it is used with equipment that is not approved for connection to the Telecommunications Network; or

4.4.3 if we believe it is being used unlawfully.

4.5 We may vary the technical specification of the Service from time to time and occasionally may change the Service Number

4.6 You have no right to sell or transfer the Service Number

5. TELECOMMUNICATIONS EQUIPMENT

You are responsible for the safe custody of any Telecommunications Equipment that We may provide at Your Premise and for its safe and proper use. You must not interfere with it nor allow anybody else to do so, unless authorised in writing by Us. If any part of Our Telecommunications Equipment is lost, destroyed or damaged, unless in Our opinion such damage is as a result of fair wear and tear, You will be charged for its repair or replacement

6. FAULT REPAIR

6.1 We cannot guarantee that the Service will always be fault free.

6.2 If you detect a Fault in the Service You must report it to Us by telephoning the number specified on the Order Form or any other number that we may notify to You. You must provide Us with details of the nature of the Fault, the Service Number and the name and telephone of a person who is Your contact point so that We can inform You of progress. We will not be liable for any failure to correct a Fault for which you have failed to notify Us.

6.3 If You report a Fault in the Service We will respond as detailed in the Service Schedule and Service Guarantee, to correct the Fault by undertaking one or more of the following actions:

6.3.1 We will provide advice to You by telephone including any tests and checks that You should carry out;

6.3.2 We will carry out diagnostic tests from Our premises; or

6.3.3 We will attend a point in Our network or visit Your Premise if Our previous actions have not cleared the Fault and We at Our sole discretion consider that such a visit is necessary.

6.4 If we undertake work to correct a reported Fault in the Service and find there is no Fault

We may charge You for the work at the applicable hourly rate set out in Our Price List.

6.5 If We agree to attend a reported Fault in the Service outside Our Normal Working Hours then You will be charge at the applicable hourly rate set out in the Price List or as detailed in the Service Schedule and Service Guarantee.

7. RELOCATION AND RECONFIGURATION

7.1 If You ask Us to relocate or reconfigure the Service then We may either:

7.1.1 agree to Your request provided that You pay Our applicable charges set out in the Price List; or

7.1.2 require You to give 30 days notice to terminate the Service and apply for a new Service.

8. TERM OF SERVICE

The Service provided under this Agreement is for an initial term commencing the Effective Date and unless terminated under the provisions of paragraph 17 will continue for one or more continuous terms of the same length. A further initial term of service shall apply in respect of each new facility added or changes made to the Service at Your request.

9. TEMPORARY SERVICE

If We accept an application for the Service for a term that is less than the normal term for the Service We shall regard the Service as temporary and charge You accordingly, as set out in the Price List.

10. INTERCONNECTION

10.1 "Broadband Residential Silver or Gold" and "Broadband Business Bronze, Silver or Gold" may interconnect with other Service Providers. We are only responsible and liable for Services up to the point of interconnection with the other Service Provider. We are only responsible and liable

for Services under Our direct control and not for any additional services offered by a Service Provider.

10.2 You shall be responsible for making any necessary application for service to a Service Provider and for complying with their terms and conditions.

10.3 A Service Provider may request Us to immediately disconnect a communication session between a "Broadband Residential Bronze, Silver or Gold" or "Broadband Business Bronze, Silver or Gold" and their service and we may do so at Our sole discretion.

11. CHARGES

All charges for the Service are detailed in the Price List which can be seen at or obtained from Our Customer Care/Sales office or sent to You upon request

12. PAYMENT

12.1 You shall pay to Us on demand all applicable charges for the Service at the rates specified in the Price List.

12.2 Rental charges for the Service will start on the Service Delivery Date; unless:

12.2.1 We notify You of a later date for the start of the Service from which date rental charges will be payable; or

12.2.2 You use the Service before the Service Delivery date, in which case rental charges will be payable from the date You first use the Service.

12.3 Rental charges will be payable in advance. We will apportion rental charges on a daily basis for incomplete billing periods.

13. DEPOSITS AND PAYMENTS IN ADVANCE

13.1 We may from time to time require payment of a deposit. If a deposit is required We shall notify You in writing of the amount and You shall pay Us prior to Our

providing the Service. We may credit the deposit against any charges due to Us, or upon termination of this Agreement refund it together with any interest that We may deem appropriate.

13.2 We may require payment prior to providing the Service of the connection charge and rental charge for the term of the Service requested

14. DEFAULT

14.1 If You:

14.1.1 do not pay any charge as set out in the Price List within 21 days of it falling due or breach this Agreement in any other way; or

14.1.2 are subject to bankruptcy or insolvency proceedings; or

14.1.3 do not prevent service being used in a way prohibited by this Agreement:

We can (without waiving any other rights or remedy We may have) suspend the Service (either wholly or partially) without notice, or terminate this Agreement by immediate notice or both. If We suspend the Service You will remain liable to pay rental charges during the period of suspension.

If We suspend the Service because You do not pay any charge as set out in the Price List within 21 days of it falling due then during the 12 months following restoration of the Service We may suspend or terminate the Service pursuant to paragraph 14.1 above if You do not pay any charge within 14 days of it falling due.

14.2 For the purposes of this clause 14 "Bankruptcy or Insolvency proceedings" means any bankruptcy proceedings, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure or If You are a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or

reconstruction) or having a receiver or administrative receiver appointed over Your assets

14.3 On termination of the Service under paragraph 14.1, You must pay Us the rental charge and all other charges which would have been payable for the remainder of the term of the Service to the rate specified in the Price List. We may make due allowances for any rental You have paid in advance for a period ending after end of the term of the Service, and make a repayment where appropriate.

14.4 You continue to be liable to pay all charges that are due in respect of the Service during any period in which You do not comply with this Agreement

15. CANCELLATION

15.1 Prior to the Service being provided, this Agreement may be cancelled by:

15.1.1 You for any reason. We may make a charge for any abortive work undertaken and/or any money spent to meet Your requirements as set out in the Price List;

15.1.2 Us if You have delayed the provision of the Service beyond 6 months from the date of the Order Form. We may make a charge for any abortive work undertaken and/or any money spent to meet Your requirements as set out in the Price List;

15.1.3 Us if any telephone service associated with the Services is cancelled;

15.1.4 Us if paragraph 32 of this Agreement applies.

16. SUSPENSION

16.1 We may suspend the Service immediately and without notice if any telephony service associated with the Service is suspended.

16.2 We may terminate this Agreement and the Service for operational reasons giving You as much written or oral notice as reasonably practical [and possible and in any event not less than 24 hours notice]:

Where practically possible We will agree any suspension date with You and restore the Service as soon as possible after the suspension.

17. TERMINATION

17.1 We may terminate this Agreement by giving You at least one month's notice in respect of "Broadband Residential Silver or Gold". If We give You notice then You must pay rental charges and any other applicable charges up to the expiry of the notice. We will credit or refund the appropriate proportion of any rental charges paid in advance for the period after the expiry of the notice.

17.2 We may terminate the Service immediately and without notice if:

- (a) You commit a material breach of this contract;
- (b) You are repeatedly in breach of this contract; or
- (c) any telephony service associated with the Service is terminated.

17.3 You may by giving notice to Us of at least one month in respect of "Broadband Residential Silver or Gold" before the expiry date of the term of the Service, terminate this Agreement on the expiry date. Your notice does not avoid any liability in respect of the Service already provided to You.

17.4 If You terminate this Agreement during the term of Service You shall be liable for any outstanding charges at the rate in the Price List. Outstanding rental charges shall not be payable:

17.4.1 If the Service is replaced with another from us that We deem to be at least comparable with the Service; or

17.4.2 If we materially change the rental charge or terms and conditions of this Agreement to Your detriment.

18. CALL MONITORING AND RECORDING

We may monitor and record telephone calls made to or by Us in respect of Service requests. We do this for the protection of You and Us, improving the training of Our telephone operators, improving the quality of customer service We provide and for telemarketing purposes. If You do not wish your call to be monitored You must inform the operator at the start of the telephone call.

19. ACCOMMODATION, POWER AND LIGHTNING PROTECTION

19.1 In order to provide the Service it will be necessary to place Telecommunications Equipment on Your Premises. You must provide a suitable location and environment for the Telecommunications Equipment. You must prepare Your Premises before the Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises. You will be responsible for any necessary redecoration and for putting items back once We have completed the work.

19.2 You must supply at Your own expense, a suitable electricity supply and connection points, if they are required for the Telecommunications Equipment.

19.2 You must supply at Your own expense, suitable lightning and protection equipment for use with any Customer Premises Equipment with the Service.

20. CUSTOMER PREMISE EQUIPMENT

20.1 You may only connect Customer Premises Equipment to the Service at Our designated Network Termination Point.

20.2 Your Customer Premise Equipment may only be used in connection with the Service as directed under [check applicable law]. If your Customer Premise Equipment does not comply with all relevant standards then You must disconnect it immediately or allow Us to do so at Your expense.

21. INFORMATION AND PERMISSIONS

21.1 You must provide to us upon request any information and/or co-operation that We may reasonably require in order for Us to provide the Service under this Agreement.

21.2 You shall promptly inform Us of any changes to any details originally provided to Us in relation to the Service and this Agreement including any change to the information given by You on the Order Form.

21.3 In order that We can investigate any abuse of the Telecommunications Network You must provide to Us, any information and records relating to the use of the Service or equipment that We may reasonably request.

21.4 You confirm that in respect of the Service:

21.4.1 We may install and keep the Service and Telecommunications Equipment at Your Premise and may have reasonable access to it; and

21.4.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of the Service until its removal.

22. ACCESS TO PREMISES

You shall let Us or Our representatives enter your Premises for the purpose of installing, maintaining or removing the Service upon reasonable proof of identity. We will meet your reasonable requirements for safety of people on Your Premises. You shall be responsible for the safety of Our representatives whilst on Your Premises.

23. COMPLAINTS AND ARBITRATION

All complaints and arbitration shall be dealt with in accordance with Our Consumer Code of Practice

24. ASSIGNMENT

24.1 We shall have the right to assign or transfer all or any of Our rights and obligations under this Agreement to any person and shall notify You in writing prior to exercising that right.

24.2 You shall not assign or transfer all or any of Your rights and obligations under this agreement to any person

25. COPYRIGHT

Copyright of all information supplied to You in connection with the Service shall remain with the copyright owner. Such information shall not be copied, used or disclosed (other than for the purpose for which it was supplied) without Our prior written consent.

26. INTELLECTUAL PROPERTY RIGHTS

26.1 Where software is provided to enable You to use the Service, We grant you a non-exclusive, non-transferable license to use the software for that purpose.

26.2 Any software and related documentation shall not be reproduced, reverse engineered, disassembled, decompiled, modified, adapted translated, derivative works created, transferred or transited in any form or by any means.

26.3 You must sign any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.

27. INTELLECTUAL PROPERTY RIGHT INDEMNITIES

27.1 We will indemnify You against claims and proceedings arising from infringement of intellectual property rights by reason of Our provision of the Service to You. As a condition of this indemnity You must:

27.1.1 notify Us promptly in writing of any allegation of infringement;

27.1.2 make no admission relating to the infringement;

27.1.3 allow Us to conduct all negotiations and proceedings and give Us all reasonable assistance in doing so; and

27.1.4 allow Us to modify the Service, or any item provided as part of it, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service

27.2 The indemnity in paragraph 27.1 does not apply to infringements caused by the use of the Service in conjunction with other equipment, software or services not supplied by Us or to infringements caused by designs or specifications made by, or on Your behalf. You will indemnify Us against all claims, proceedings and expenses arising from such infringements.

27.3 The limitations and exclusions of liability contained in paragraph 31 apply to this paragraph.

28. DURATION AND ENTIRE AGREEMENT

28.1 This Agreement shall come into force immediately from the Effective Date and shall continue until the Service is terminated.

28.2 This Agreement sets out the entire terms and conditions under which We provide the Service to You.

29. INDEMNITY

You must indemnify Us against all claims that anyone other than Yourself threatens or makes against Us because of the way in which the Services is used or because the Service is faulty and cannot be used

30. LAW

This Agreement shall be governed by and constructed and interpreted in accordance with the Telecommunications Ordinance (Ascension) 2000 and each party hereby submits to the exclusive

jurisdiction of the courts of Ascension.

31. LIABILITY

31.1 We do not exclude or restrict liability for death or personal injury resulting from Our negligence.

31.2 We are not liable to You either in contract, tort, (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatever.

31.3 Our liability to You in contract, tort (including negligence) or otherwise in relation to the Service is limited to the amount paid by You to Us in Service rental charges over the past twelve (12) months for any one incident or series of related incidents and to two times the amount paid by You to Us in Service rental charges over the past twelve (12) months for all incidents in any period of 12 months.

31.4 Each of this paragraph limiting or excluding liability operates separately. If any part is held unreasonable or inapplicable in any circumstances the other parts shall continue to apply.

31.5 We will accept liability for failure to meet any of Our obligations stated in the Service Schedule and Service Guarantee applicable to the Service but only to the extent stated in paragraph 32 below and in the relevant Service Schedule and Service Guarantee. In any conflict between the terms and conditions of paragraph 32 and the applicable Service Schedule and Service Guarantee the terms and conditions of paragraph 32 shall prevail.

32. MATTERS BEYOND REASONABLE CONTROL

We are not liable for any breach of this Agreement which is caused by a matter beyond Our reasonable control including but not limited to Act of God, fire, lighting, explosion, war, disorder, flood,

industrial disputes (whether or not involving Our employees), extremely severe Weather or acts of Government or other competent authorities.

33. NOTICE

33.1 Notices given under this Agreement must be in writing and delivered by hand or sent by post as follows:

33.1.1 TO Us; at the address of Our office shown on the Order Form or any alternative address that We may notify to You for example, on Your bill;

33.1.2 To You: at the address that You notify to Us, the address of the Premises, or if You are a limited company to You registered office.

34. CONFIDENTIALITY

34.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Agreement and will not disclose that information to any person (other than their employees or professional advisers who need to know), without the written consent of the other party.

34.2 This paragraph 34 will not apply to:

34.2.1 any information which has been published other than through a breach of this Agreement;

34.2.2 information lawfully in the possession of the recipient before such information was obtained under this Agreement;

34.2.3 information obtained from a third party who is free to disclose it; and

34.2.4 information which a party is required by law to disclose.

34.3 This paragraph 34 will remain in effect for 2 years after the termination of this Contract.

35. USE OF INFORMATION

35.1 Any information received by you or Us in relation to the Service will be subject to the Data Protection law applicable and as amended from time to time and shall not be disclosed to any third party without prior written consent of the other.

35.2 We will process Your billing information about Your use of Service for marketing Our own telecommunications products and services. This enables Us to better inform You about products, services and options that We provide and believe may be of particular interest to You. We will not disclose this information to anyone else. We need Your consent to continue to give You all the benefits that this processing provides and will assume We have it, unless You indicate otherwise on the Order Form or notify Us in writing at a later date.

35.3 This Agreement does not grant You a right to use any of Our trademarks, trade names or service marks or to refer to Us in any promotional material or activity without Our prior written approval.

36. VARIATION

We may vary the terms or conditions of this Agreement at any time by written notice. Where practicable, or unless necessary to comply with any regulatory obligation to which We may from time to time be subject, We will publish details of any change to this Agreement in each of Our offices which are open to the public at least 21 days before the change is to take effect. We will also provide You with notice of the change on the next bill that is sent to You or by letter, as appropriate.

37. WAIVER

If either party fails to exercise or enforce any right conferred by this Agreement it shall not be deemed to be a waiver of those rights nor bar the exercise or enforcement of them on a later occasion. If We waive a particular breach of this Agreement by You, that waiver is limited to the particular breach.

Customer

Date