

OEP FTTP Terms & Conditions

This sets out the terms and conditions on which Millennium Telecom Ltd registered in England with company number 5586073 ("MTL") will provide the OEP FTTP Services (the "Service") to the Customer. By using the Service the Customer agrees to the following terms and conditions ("terms"). The following terms shall have the following meanings when used in this Contract:

1. DEFINITIONS

"FTTP" means a contended internet access service delivered by either fibre optic cable, copper cable, wireless or any combination of these technologies;

"Charges" means the charges associated with the Services and the Equipment, as described on the Price List at www.millenniumtele.com/oep or available from MTL on request.

"Contract" means the agreement between MTL and the Customer comprising the application form for OEP FTTP as agreed over the telephone or completed by fax, in writing or email or on our website (www.millenniumtele.com/oep) by the Customer or one of our agents or any other party on the Customer's behalf, these terms and conditions, the OEP FTTP SLA and the Price List;

"Customer" "you" or "your" means the person or entity with whom we are entering into this Contract, whose details are included on the application form forming part of this Contract;

"Equipment" means the equipment or other materials supplied and owned by us and located in your premises which is required to provide the service;

"Network" means the communications network, which MTL operates and for the purposes of such network, any apparatus leased by, or otherwise obtained by, MTL from a third party;

"MTL" "we" "us" or "our" means Millennium Telecom Ltd;

"Premises" means your premises where the Service is to be received, which UK address is specified in your application form or otherwise advised by you upon making application;

"Price List" means the list(s) of Charges current at the time the Customer uses the Service and Equipment as published on our website or as may be amended from time to time by MTL by posting on our website, or directly by email;

"OEP FTTP SLA" is the document available from our website which specifies the availability of the service, the support of the service and speed to repair faults.

"Service" means the services provided by us to you under the Contract, comprising (i) high speed access to the Internet, (ii) the preparation and set-up of such access, and (iii) remote access diagnostics.

"Start Date" means the date the Service is activated on the Network and is made available to the Customer in accordance with these terms;

"User Guide" means any guide or guides published by us as amended from time to time, which give(s) instructions about and information on the Service

2. THE SERVICE

2.1 Following acceptance of your application for the provision by us of Services and confirmation that you should be within our coverage area, we will deliver the Equipment to your Premises (and arrange for an engineer to fit the equipment where applicable).

2.2 You acknowledge and accept that provision by us of the Service is subject to the following:

- a. the transmission speeds of the Service will vary from time to time due to congestion on the network and cannot therefore be guaranteed;
- b. the service has no usage limits in regards to the amount of traffic that can be sent or received, however the transmission speed of the service may be altered at our discretion due to excessive use that in our reasonable opinion will affect the quality of the service for other users – this may apply to specific types of traffic or to the entire Service;
- c. we may from time to time suspend provision of the Service because of repair (whether scheduled or due to emergency), maintenance or improvement, in which case we will endeavour to restore Service to you as soon as possible;
- d. you must at your own expense provide suitable accommodation, facilities, assistance and environmental conditions for the Equipment and you must ensure all necessary electrical and other fittings are in place and in working order;
- e. you must have a secure power supply at your Premises. This must be provided and maintained by you. MTL will not be held responsible for any interruption, loss, termination, suspension, cutoff, loss, virus or failure of the Service caused by power supply failure, lack of network capacity, physical obstructions or atmospheric conditions;
- f. payment by you of all Charges when due as described in Section 5;
- g. you represent that, in the case of an individual, you are at least 18 years old and that you have the right, ability and (if applicable) permission to enter into this Contract.

2.3 Some material on the internet may be offensive, inappropriate or unsuitable. You agree that we accept no responsibility whatsoever for any content, products, services, information, software or other materials offered by third parties on the internet or for any third party information whatsoever passing through or accessible via the Service (including via e-mail). You also agree that you are responsible for ensuring that your computer is adequately protected against viruses.

3. USE OF THE SERVICE

3.1 You are solely responsible with respect to the accuracy, reliability, availability and performance of resources and/ or content accessed through the Internet (including but not limited to, any and all financial and other transactions of any kind entered into by you or any person using the Service with any third party), which in all cases and in all circumstances you acknowledge and accept are at your own risk and, in any event, beyond our control.

3.2 You will comply with (and ensure that all users of your Service comply with):

- a. all relevant legislation, licences and regulations (including, but not limited to, legislation and regulations relating to e-commerce and consumers) and mandatory instructions or guidelines issued by regulatory authorities;
- b. codes of practice relevant to use of Service;
- c. any Internet standards that are accepted and adopted by the Internet industry where failure to comply with such standards would adversely affect the provision of the Service;
- d. the User Guide and any reasonable instructions that we may give from time to time.

3.3 You shall not use, nor allow any other(s) to use, the Service:

- a. to store, send, knowingly receive, upload, download or distribute any material that is unsolicited, defamatory, offensive, abusive, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- b. to violate or infringe any rights of, or cause unwarranted or needless inconvenience, annoyance or anxiety to, any other person;
- c. to breach any laws, legislation, regulations, codes, standards or content requirements of any relevant body or authority;
- d. to obtain unauthorised access to any information, network or telecommunications system(s); Terms and Conditions for Broadband.
- e. to compromise the security or integrity of any network or telecommunications system(s), including without limitation any part of our network or telecommunications systems;
- f. to place any viruses or other similar computer programs onto the Service or the internet;
- g. to store, distribute or reproduce commercial software or reproduce a third party's software or material without the permission of that third party and/or the relevant rights holder(s);
- h. for any improper, fraudulent or otherwise unlawful purpose;
- i. to spam or to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party. You agree to take all reasonable steps to make sure that this does not happen.

3.4 If you use the Service in any way that, in our reasonable opinion, is or is likely to be detrimental to the provision of Service to you or any other of our customers then you will take such corrective and immediate action as we may require. If, in our reasonable opinion, you fail to take such corrective action within a period of 3 days of our demand, we shall be entitled to suspend the Service without notice.

3.5 In all circumstances, you will indemnify us against any claims, actions or legal proceedings (including reasonable related costs and expenses, legal or otherwise) which are brought or threatened against us by a third party as a result of your failure to comply with your obligations under this Section 3.

3.6 Customers will, if reasonably required by us, provide us or our authorised subcontractors with access to your premises for the purpose of installation and/or activation, repair, maintenance, upgrades or recovery of equipment (whether belonging to us or to our subcontractors). Where the Service relates to the provision of remote access diagnostics, you will provide us or our authorised subcontractors, with access to your computer and equipment for the purposes of remote access and you accept that such access will be at your own risk.

3.7 If you are issued a user name and password it is confidential and you must inform us immediately if you know or suspect that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way, and we reserve the right to suspend user names and password access to the Service if we believe that there has been or is likely to be unauthorised use of the Service. Until you have notified us of the unauthorised use, you remain responsible for such use as if it was authorised use. If we request you to do so, you must promptly change your user name and/ or passwords used in connection with the Service.

4. MTL OBLIGATIONS

4.1 We shall provide the Service to the Customer in accordance with this Contract and as described in the User Guide and any other instructions we give the Customer from time to time.

4.2 The Service is made available to the Customer on the condition that the Customer does not: (i) resupply, resell or otherwise make the Service available to any person on a commercial basis; or (ii) use the Service or allow the Service to be used for any purposes outlined in clause 3.3 above.

4.3 We may select and at any time change any carrier or other service provider for the purpose of providing the Service. The Customer hereby irrevocably authorises us to give all notices, nominations and other authorisations that are necessary for us to provide the Service.

4.4 The Customer hereby irrevocably authorises us to act on the Customer's behalf in all dealings with the operator of any telecommunications network or system in connection with any matter that enables us to provide or to continue to provide the Customer with the Service.

4.5 We do not guarantee that the Service will be free of faults or interruptions, errors, omissions or viruses or will be timely or secure. You recognise that the Service may be affected by things we cannot control, such as (without limitation) lack of network capacity, physical obstructions, atmospheric conditions or delays caused by our suppliers or manufacturers.

4.6 We shall provide the Service with reasonable skill and care but if the Customer experiences a problem or suspects a fault the Customer should first telephone our customer services team (please see the User Guide for details). We shall not in any circumstances be responsible for any call-out or other charges the Customer incurs from any third party as a result of any problem or fault with the Service.

4.7 If the Customer has a query or complaint regarding the Service the Customer may contact our customer services team (please see the User Guide for details). We may monitor or record telephone calls to or from us for security purposes and in order to improve our standards of customer service.

4.8 If as part of the Service, we provide you with e-mail facilities, web hosting and/or other services that require us to set aside storage space for you. In order to manage our computers and the Services we provide, we may: (a) impose limits on the storage space set aside for you. Such limits may be set by reference to the physical amount of web space made available to you, the number of e-mail messages held, transmitted or received by you, the size of any attachments or downloads sent to, or received or transmitted by, you or any other method we may specify from time to time; (b) at any time, vary the limits on the storage space set aside for you and we will inform you by e-mail of any such variation; (c) refuse to accept and/or delete any e-mails, files, attachments or other material that causes you to exceed the limits on the storage space set aside for you; and (d) close any e-mail address and/or web space that we may have supplied to you if that e-mail address and/or web space remains inactive for three months.

5. CHARGES

5.1 We will send you an invoice for the Initial Charges on or after the Start Date, and thereafter monthly in advance. We reserve the right to change the timing and/ or frequency of our invoices. All our invoices are via email billing and a valid email address must be given and maintained to receive these.

5.2 You may at any time request a change to the Service (including without limitation a request to cancel a product or service) which request may be only accepted by us in writing or by email and receipt will be acknowledged within 5 working days. Any agreed change may be queued to take effect at the end of your current billing cycle. Your next bill will reflect any agreed change and you will be charged for that entire current billing cycle notwithstanding such change.

5.3 MTL is responsible for the good functioning of the equipment up to but not including the customer router subject to customer obligations (section 2.2) If a customer reports a fault and we attend site to fix a fault and subsequently find the fault to be the caused by something MTL is not responsible for then a charge of £90 excluding VAT will be added to your next bill.

5.4 You will receive your bills from us by way of paperless bills (otherwise known as email billing). You will pay all Charges associated with your Service within 14 days of the invoice date in accordance with the direct debit instruction provided as part of your application. If you choose not to pay by direct debit a £5 per month administration fee will be applied to your account.

5.5 If you do not pay any bill(s) on time, we may, at our discretion: (i) suspend or terminate Services provided to you; and/or (ii) charge you interest (calculated and accruing daily) on the overdue amount(s) at the rate of 8% per annum above the Barclays Bank plc base rate from time to time; and/or (iii) charge you an administration fee of £10.00 + VAT per month to cover the costs that we incur until your late payment is received in full. In accordance with clause 11.2 below, we may, from time to time, vary this amount and communicate these changes to you.

5.6 If, in response to our notification, you provide us with a valid payment method so as to enable us to collect all sums due on your account, we will re-apply for payment. If we are still unable to recover all payments due, or if your account remains wholly or partly outstanding for any other reason, 18 days after the original due date for payment we will:

- a. send a further written notification requiring you to discharge your account in full within 7 days from the date of this notification, failing which we reserve the right to refer your outstanding account to credit reference agencies and/ or solicitors and/ or other third party collection services (in which case you will be responsible for all costs that are incurred by us in taking such action);
- b. charge you a further administration fee together with a fee for the submission of the further written notification.

5.7 If your account remains unpaid for a period of 25 days after the original due date for payment, a security deposit of two times your average monthly invoice may be required before we reinstate your Services.

5.8 MTL reserves the right to vary the Charges at any time on giving you notice in writing. We will give you 30 days written notice if we vary the Charges by email and posting on our website.

6. DURATION, CANCELLATION AND TERMINATION

6.1 This Contract will remain in force until terminated under this Contract.

6.2 If you wish to cancel the Contract for the Service or any part of it, you have up until the day of your installation to do so. You must tell us in writing and return, in an “as new” condition and in the original packaging, the Equipment and any additional items supplied by us to you, at your cost.

6.3 You may terminate the Services at any time by giving 90 days’ notice. Notice can be given in writing or by email. The notice will be acknowledged within 7 days of receipt by email. If notice is not acknowledged then it will be deemed that notice has not been given.

6.4 We may terminate this Contract at any time on giving 90 days’ written notice. We may also (at our discretion) terminate or suspend this Contract without notice if: (a) we are directed by a competent authority to cease the provision of Service; or (b) we are unable to provide the Service generally for any other reason; or (c) you have failed to comply with any provision of this Contract or other reasonable direction or notice provided by us at any time; or (d) you are the subject of any bankruptcy or insolvency proceedings.

6.5 Either of us may terminate this Contract immediately, on notice, if the other commits a material breach of this Contract and fails to remedy the breach within 14 days of a written request to do so.

6.6 We reserve the right to remove any product or service if that product or service remains unused for a period of 90 consecutive days.

7. PERSONAL DATA

7.1 Information you provide or we hold about you (whether or not under our Contract (or contracts) with you) may be used by us or our agents to:

- a. identify you when you contact us;
- b. help identify accounts, services and products which you could have from us from time to time (we may do this using an automatic scoring system, which uses the information you have provided, any information we hold about you and information from other agencies, including credit-reference agencies);
- c. help run, and contact you about the improved running of, any accounts, services and products we have provided before, or provide now or in the future;
- d. carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
- e. help to prevent and detect fraud or loss; and
- f. contact you in any way (including mail, e-mail, phone, visit, text or multimedia messages) about products and services offered by us. It is our policy to maintain contact with our customers on a regular basis. We may call you or write to you from time to time to inform you of any new services and to review your current communications requirements.

7.2 We may allow other people and organisations to use information we hold about you:

- a. to provide services you have asked for;
- b. as part of the process of selling one or more of our businesses;
- c. if we have been asked to provide information for legal or regulatory purposes;

d. as part of current or future legal proceedings.

7.3 We may monitor and record communications with you (including phone conversations and emails) for quality assurance and to make sure that we are meeting our legal and regulatory requirements.

7.4 Where you use our telecommunication services we will hold information on your phone use, including the numbers called, date, time, duration and cost of calls, together with information about your location. We will use this information to manage the phone service and provide you with any other services you may ask for. We may use this information to provide you with information about other products and services that we believe will be of value or interest to you. We will keep information for as long as is necessary to provide services you have asked for and until charges for the service cannot be lawfully challenged.

7.5 If you give us information on behalf of someone else, you confirm that you have given them the information set out in this document, and that they have not objected to their personal information being used in the way described in it. If you give us sensitive information about yourself or others (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the relevant subject of the information has agreed) to us processing this information in the way set out in this document.

8. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

8.1 You warrant that you are the owner of, or that you are authorised by the owner of, any trade mark or name that you wish to use as your registered domain names and/ or as part of your uniform resource locator ("URL") and/ or as your mailbox name.

8.2 Any patents, design rights, know-how, copyrights, trade marks, the right to use software and all other intellectual property or other proprietary rights (whether registered or unregistered) worldwide ("Intellectual Property Rights") relating to the Service or the User Guide or arising during the development of the Service (including, without limitation, any software provided to you) belong to us or to a relevant third party and no rights in such Intellectual Property Rights will be transferred to you.

8.3 You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us, arising from, or which is directly or indirectly, related to: (a) use of any domain name and/ or URL and/ or mailbox name that infringes the rights of any third party; and (b) infringement of any third party's Intellectual Property Rights in connection with the use of the Services or the Equipment; and (c) your misuse of the Services, whether in breach of this Contract or otherwise; and (d) your breach or non-observance of any term of these terms of use; and (e) any breach or inaccuracy in any of your representations or warranties.

8.4 You agree that you will not, either directly or indirectly, infringe our Intellectual Property Rights or other rights (or any of our licensors' rights) in using the Services or User Guide or otherwise in the course of performing your obligations under this Contract.

9. EQUIPMENT

9.1 Risk of loss or damage to the Equipment and any part thereof shall be your responsibility as soon as the Equipment is delivered to your Premises.

9.2 Legal ownership of the Equipment you have purchased shall only pass to you upon receipt by us of full payment (if required) for the Equipment from you.

9.3 Any Equipment provided by us, is provided with a copy of the manufacturers guarantee. If any Equipment is faulty you must, at your cost, return it to us within 14 days in an "as new" condition.

9.4 We reserve the right to charge you for any Equipment at the full retail price.

10. WARRANTY AND LIMITATION OF LIABILITY

10.1 We warrant that we will use our reasonable endeavours to provide the Service in all material respects in accordance with our obligations under this Contract.

10.2 Except as stated in Section 10.1, we make no warranty or representation with respect to the Services and the Equipment and, to the greatest extent permitted by law, either express or implied; we exclude all warranties relating to merchantability, satisfactory quality, suitability or fitness for a particular purpose.

10.3 MTL's maximum liability to the Customer, however arising under this Contract, shall be limited to the amount paid by you to MTL during the year preceding the breach, in relation to any event or series of related events.

10.4 Nothing in this Contract shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their agents or employees, or fraudulent misrepresentation.

10.5 MTL shall not be liable under any circumstances to the Customer, or any third party, in contract, tort (which includes negligence and breach of any statutory duty), delict or otherwise for any loss of revenue, business use, goodwill, anticipated savings, profits, opportunity, reputation, wasted expenditure or data being lost or corrupted or any other financial loss whatsoever or any loss or damage arising from the consequences of viruses received by you via the Service, whether direct, indirect or consequential, or for any other indirect or consequential loss of whatever nature, howsoever arising in relation to the use of the Service or Equipment or any failure or error or default by MTL in the provision thereof, or otherwise in connection with this Contract. Save as otherwise set out herein, MTL will not be liable due to loss of confidentiality caused by the use of the Service.

10.6 MTL shall not be liable under this Contract for the acts, omissions and/or failures of the Customer, other licensed operators, third parties or its suppliers or manufacturers.

11. GENERAL

11.1 Force Majeure: Neither party will be liable to the other (except in relation to payment by you) for any breach by it of this Contract (including failure to deliver the Service), where such failure or breach is due to a reason outside the reasonable control of such party, including, without limitation, any

delays or failure, whether in delivering the Services timely or otherwise, caused by a third party (including any of MTL's suppliers or manufacturers).

11.2 Variation of terms: We may vary these terms and conditions at any time by posting the changes on our website and, where reasonably practicable, giving you prior notice. We will only do this if we have a valid reason, for example to reflect changing arrangements with any third party operator or changing legal, regulatory or business requirements. If any variation of these terms and conditions is likely to cause material detriment to you: (i) we will also notify you of the variation by email; and (ii) you shall have the right to terminate this Contract with immediate effect by giving us written notice. You agree that, if you continue to use the Services after any variation(s) to these terms and conditions have been posted on our website or, in the case of a variation which is likely to cause material detriment, notified to you, you will be bound by the terms and conditions as varied.

11.3 Third party rights: This Contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 that are enforceable by any person who is not a party to it but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.4 Notices and invoices: Any notice under this Contract, whether required to be written or otherwise, may be given by us to you by post, personal service, e-mail or SMS messaging to any address, e-mail address or phone number you have given us to correspond with you (whether during the application process or otherwise), or by posting it on our website. You must give notices to us by post, personal service or e-mail to the relevant address set out in the Online User Guide.

11.5 Transfer of rights: You may not assign, novate, sub-contract or transfer any of your rights or obligations under this Agreement without our prior written consent. We may assign, novate or transfer our rights, liabilities and/ or obligations to any third party from time to time without your consent.

11.6 Waiver: If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

11.7 Enforceability: If any part of this Contract (including any provision in which we exclude or limit our liability to you) is deemed unenforceable by any Court or other competent body or authority, the enforceability of any other part of this Contract will not be affected.

11.8 Entire Agreement: This Contract represents the entire agreement between you and us in relation to the Service and shall supersede all previous Contracts.

11.9 Governing Law: This Contract will be governed by and construed and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.