Cutec Broadband Service Terms – CEX005-2017

What we provide

- 1. The service we agree to give you includes:
 - a. a high-speed network access to the internet;
 - b. helpdesk services Monday to Friday 09:00 to 17:00, excluding bank holidays; and
 - c. other applications and features as described at <u>http://cutec.co.uk/broadband</u>.
 - d. You will need to have a Cutec or BT telephone line to enable you to receive your Cutec Broadband service.

When the service starts

- 2. The service will begin on the day we send you any equipment required to use the service, or on the day we activate the service whichever is later.
- 3. We guarantee that the equipment that we send you in line with paragraph 2 will work to the relevant specification for at least 12 months and will be free from faulty design, manufacture or materials. If at any time during the first 12 months you find that the equipment is not working properly you may return it to us and we will replace (or at our option) repair it.
- 4. We will not be responsible for any defects arising from fair wear and tear, accidental or willful damage, misuse or failure to follow our instructions.

Quality of Service

- 5. We aim to provide a continuous, high-quality service but we do not guarantee either the quality of the service or that the service will be available at all times. From time to time faults in the service may occur. We will repair these faults as soon as we can.
- 6. The quality of the Cutec Broadband service is dependent on geographic, atmospheric or other conditions or circumstances beyond our control.
- 7. We may also take action to manage the network's performance during periods where there is a high demand.

Using the service

8. If you go over your usage guideline, we may charge you for your extra usage, upgrade you to another Cutec Broadband option that is better suited to your usage or end your agreement. You can find details of the extra usage charges on our website http://cutec.co.uk/broadband. If we upgrade you to another Cutec Broadband option, any deferred payments which Cutec have made for set-up and hardware will be carried over to the new product.

Changing your Cutec Broadband service Changes we may make

9. Occasionally, we may have to interrupt the service. If we do so, we will restore it as quickly as we can. We may also make minor changes to certain technical specifications, including limits for transferring information which are associated with the service

Changes you can make

- 10. If you change the service any deferred payments which Cutec have made for set-up and hardware will be carried over to the new product.
- 11. If you change service, we have the right to move you to a different billing method.

Ending your agreement

- 12. If you choose to end your agreement for the service and you do not use a recognised migration process you will be subject to the broadband cease charge detailed on our website http://cutec.co.uk/broadband.
- 13. If you are using any services, applications or features that we provide which are free of charge, these will end on the day your agreement with us ends.

Other Terms

- 14. The terms in this document are specific to Cutec Broadband and are in addition to our main standard terms and conditions of business which can be found or downloaded at www.cutec.co.uk/tandc.pdf.
- 15. Cutec are in no way liable for any loss of service caused by with you or a third party acting on your behalf, making changes to the telephone line the broadband operates on. If you lose service due to such change Cutec will work with our partners to restore service but you will be liable for reconnection charges.
- 16. In some circumstances it may be possible to expediate an order with the suppliers, this service comes at an additional cost and the expediate is no way guaranteed.