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CFS Broadband Terms and Conditions

STANDARD TERMS AND CONDITIONS

1. SERVICE

1.1 In this agreement "Service" means the provision of the CFS Broadband Internet service via copper line, radio and any other deployed technologies, with the exception of a Satellite solution. Call Flow Solutions Ltd ("CFS") of Suite 2, Ground Floor Office, Branbridges Industrial Estate, Branbridges Road, East Peckham, Tonbridge, Kent TN12 5HF agrees to provide the Service to the Customer and the Customer agrees to use the Service on the terms set out in this Agreement.

2. DURATION

2.1 The Agreement shall come into force on and with effect from the broadband activation date.

2.2 There is an initial 18 month minimum contract on all broadband services (at the original installation address only – this agreement is not transferable to a new address)

2.3 No minimum contract is applied to a customer line rental agreement, except in the instance where a customer's line is converted at the point of transfer to CFS from a previous LLU provider who had unbundled the customer's telephone line off of the BT network. In this circumstance, an 18 month minimum contract applies to both broadband and line rental services.

3. TERMINATION

3.1 If the Customer wishes to cancel this Agreement in whole or in part at any time, prior to connection or after the initial 18 month term, CFS require a full month/30 day period of notice in writing. If the customer cancels the contract within the initial 18 month period, the balance of payments (i.e. to the full 18 month period) shall be payable to CFS. The customer's statutory rights are not affected by this clause. Customers are required to leave all direct debit instructions in place until the final invoice has been paid.

4. PAYMENT

4.1 Pricing of the Service shall be as stated within the CFS Broadband Order Form. All prices are inclusive of the current rate of Value Added Tax unless otherwise stated and all prices are subject to change after the initial 18 month term, upon CFS giving not less than thirty days prior written notice to the Customer.

4.2 All sums due to CFS under this Agreement shall be paid in full by the Customer without any off-set whatsoever.

4.3 The Customer shall be invoiced monthly by CFS for all charges under this Agreement plus Value Added Tax. Payment is due within fourteen days of the invoice date. The time of payment of all sums due to CFS under this Agreement shall be of the essence of this Agreement. If payment in full is not received by CFS upon the due date, CFS shall be entitled to levy a late payment charge at a rate of 1.5% per month on any unpaid overdue balance.

4.4 All charges payable under this Agreement shall be calculated by reference to date recorded or logged by CFS and not by reference to date recorded or logged by the Customer.

5. USE OF THE SERVICE

5.1 The Customer undertakes to use the Service in accordance with such conditions as may be notified in writing to the Customer by CFS from time to time.

5.2 Internet Data Usage Allowances – Some broadband products are subject to data transfer restrictions (Full package options are available from www.cfsbroadband.com or on request to support@cfsbroadband.com).

5.3 Should you exceed your data usage allowance you will be contacted by letter informing you of this. 5.4 Should you exceed your transfer limit for two months in a row, we will automatically upgrade your service to the next package subscription. 5.5 If at this stage you request not to be upgraded to the next package subscription, we will charge you £1 (+VAT) per GB over your allowance. These charges will appear on your monthly CFS invoice. 5.6 CFS will continue to upgrade your package subscription until you reach the 'Unlimited' package.

5.7 CFS will continually monitor network traffic and performance and reduce the speed available to very high users during a given month to ensure that the service received by other customers is not impacted through extremely heavy usage by a minority of people.

5.8 CFS define a very heavy user as typically being the top 1% of users.

5.9 **FUP Fair Use Policy** - FUP Fair Use Policy - In line with clauses 5.7 and 5.8, CFS will apply a Fair Usage Policy to all broadband packages in line with the demands of 99% of users. CFS's typical FUP level is 100 GB pcm, however a degree of discretion will be applied the first time a connection exceeds the FUP limit.

5.10 A customer exceeding the FUP limit of data transferred within any given month will receive a warning letter, requesting that usage is reduced in line with the CFS FUP.

5.11 Customers who regularly exceed the limits of the FUP will have their available speeds reduced.

5.12 To preserve the internet experience for the 99% majority of users, CFS reserve the right to apply speed restrictions to extremely high users as any time i.e. outside of the above described process.

CFS supports Ofcom's Code of Practice on Speed and is committed to providing the best information about what affects customers' speeds and managing our service to optimise the experience for all our customers. To find out more about Ofcom's Code of Practice on Speed visit Ofcom's website.

6. PROVISION OF INFORMATION

6.1 The Customer undertakes to promptly provide CFS, free of charge, with all information and co-operation that CFS may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

7. LIABILITY

7.1 Subject to Condition 7.2 CFS shall be liable for the damage to the property of the Customer caused by any negligent act or omission of CFS or its employees provided that such liability of CFS in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of CFS's obligations under this Agreement shall be limited to £50 for any one incident or £100 for any series of incidents arising from a common cause in the six month period.

7.2 CFS shall not be liable to the Customer in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss, however arising.

7.3 In the event of any failure in the Service, CFS shall not be liable to the Customer for any charges incurred by the Customer should the Customer use another means of connection to the internet.

7.4 The provisions of this Condition 7 shall continue to apply notwithstanding the termination of this Agreement.

8. AVAILABILITY

8.1 CFS will use all reasonable endeavours to ensure that the Services are available for use by the Customer >99% of the time.

8.2 CFS will endeavour to notify customers by email in advance of any planned outages or maintenance with as much notice as possible.

9. TERMINATION

9.1 Without prejudice to their rights under the Agreement CFS and the Customer shall have the right to terminate this Agreement forthwith in the event that: 9.1.1 the other party is in default in its performance or observance of any of its obligations under this Agreement, and, in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so: or 9.1.2 an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or made up a winding order.

9.2 Without prejudice to its other rights, CFS shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that: 9.2.1 the Customer fails to make any payment when it becomes due to CFS; or 9.2.2 CFS's licence expires or it is revoked; or 9.2.3 a licence under which the Customer has the right to run its telecommunications system and connect it to the CFS system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.

9.3 In the event of termination by CFS under conditions 9.1.1, 9.1.2, 9.2.1 or 9.2.3 CFS shall be entitled to recover from the Customer all costs, losses and expenses incurred by CFS.

10. SUSPENSION OF SERVICE

10.1 CFS may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Customer on notifying the Customer either orally, (confirming the same in writing) or in writing in the event that: 10.1.2 the Customer is in breach of any term of this Agreement; or 10.1.3 the Customer prevents or delays prearranged maintenance from being carried out; or 10.1.4 the Customer is suspected, in CFS's reasonable opinion, of involvement with fraud, attempted fraud, or any form of illegal activity in connection with the use of the Service. 10.1.5 the Customer is suspected, in CFS's reasonable opinion of sharing their internet connection, providing web hosting services or excessive use of peer-to-peer networking applications that may be producing a network performance degradation affecting other Customers.

11. GENERAL

11.1 This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of CFS, such consent not be reasonably withheld.

11.2 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control.

11.3 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by CFS and the Customer.

11.4 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and not operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion.

11.5 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post, facsimile transmission or email to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.

11.6 CFS's address for service of any notice hereunder shall be such address as appears on the last invoice rendered to the Customer or such other address as may be prescribed by CFS for that purpose.

11.7 This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts

LINE RENTAL AND CALLS

1. STANDARD LINE RENTAL.

- 1.1 Currently £9.62 (+VAT) a month with Direct Debit and paper-free billing.
- 1.2 For customers wishing to have a paper copy of their bill, CFS will apply an additional charge of £1.00 (+VAT) to your monthly bill. Bills will be sent to your primary address (either email or postal) as specified on your order form.
- 1.3 Most calling features are available for £1.50 pcm (+VAT) each.
- 1.4 Your telephone line will be transferred 'like for like' so existing services will remain on your line. The only difference to this is on BT Featurelines where the customer currently has to dial a '9' to receive an outside line. If you have to dial a '9' to receive an outside line, please indicate it clearly on your order form so that one of our customer service representatives can explain to you your options before they process the order. Typical examples are caller display, call waiting, call diversion etc.

2. CALLS

- 2.1 Unlimited Weekend Calls to Local/National and 0845/0870 means calls of up to an hour to numbers beginning 01, 02 & 03, after which pence-per-minute rates apply.
- 2.2 Weekend calls mean from midnight on Friday to midnight on Sunday; Evening calls between 7pm and 7am weekdays; Daytime calls at other times.
- 2.3 Plan is inclusive of calls to 0845 and 0870 numbers of up to 60 minutes duration (excluding indirect access numbers and dial-up internet access) during the 'free' period.
- 2.4 Fair use policy applies – max. 1,000 mins or 150 calls a month. If either of these limits on free calls is exceeded, CFS will charge for these calls at a pence-per minute rate until the start of the subsequent month.
- 2.5 When making a chargeable call, an 8p (+VAT) call set up fee applies.
- 2.6 Calls to 0871 numbers will cost no more than 10ppm plus 8p(+VAT) set up fee; Calls to 0870 no more than 42.6ppm(+VAT), with a maximum set-up charge of 42.6p(+VAT).
- 2.7 Calls to UK Mobiles are charged at 10.6ppm (+VAT) daytime and 6.4ppm(+VAT) evenings and weekends.
- 2.8 Calls to Directory Enquiries are charged at BT rates.
- 2.9 Calls to international destinations vary, but are extremely competitive and are generally cheaper than BT. Our full international rate card can be emailed on request.

3. UNLIMITED WEEKEND PLAN CALL PRICES

- 3.1 The below table details full calling plan pricing for the UNLIMITED WEEKEND CALLS tariff.
- 3.2 All below call minutes are excluding VAT at the current rate.
- 3.3 Monthly Line Rental £9.62 (+VAT)

| WEEKEND PLAN | Mon-Fri 7am-7pm | Mon-Fri 7pm-7am | Sat-Sun All Day |
|--------------------------|--------------------|--------------------|--------------------|
| UK Calls (up to 1 hour) | 5 ppm | 1.3 ppm | 0 ppm |
| UK Calls (beyond 1 hour) | 5 ppm | 1.3 ppm | 5 ppm |

4. UNLIMITED ANYTIME PLAN CALL PRICES

- 4.1 The below table details full calling plan pricing for the UNLIMITED ANYTIME CALLS tariff.
- 4.2 All below call minutes are excluding VAT at the current rate.
- 4.3 Monthly Line Rental £9.62 (+VAT)
- 4.4 Monthly Package Rental Price £4.16 (+VAT)

| ANYTIME PLAN | Mon-Fri 7am-7pm | Mon-Fri 7pm-7am | Sat-Sun All Day |
|--------------------------|--------------------|--------------------|--------------------|
| UK Calls (up to 1 hour) | 0 ppm | 0 ppm | 0 ppm |
| UK Calls (beyond 1 hour) | 5 ppm | 1.3 ppm | 5 ppm |