

# TERMS & CONDITIONS FOR USAGE OF HIGHNET SERVICES

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## I. DEFINITIONS

For the purposes of this agreement:-

“Act” means the Communications Act 2003 and amendments to the ACT that may be made from time to time.

“Agreement” means the agreement between the Customer and HighNet, entered into subject to these Terms and Conditions and also comprising the terms set out overleaf.

“Customer” means the person, firm or corporation specified overleaf.

“Order” refers to the order as sent to the Customer for online validation, electronic signature or a paper order form signed by the customer overleaf.

“Service” means the provision of voice and data telecommunications services as detailed in the Confirmation of Order.

“HighNet” means Highland Network Limited, a company registered under the Companies Acts (registered no. SC154414) and having its registered office at Cradlehall Business Park, Inverness, IV2 5GH.

## II. FORM OF AGREEMENT

This Agreement is made between you, the Customer hereinafter called the Customer, and HighNet, being a company registered in the Companies Acts (registered no. SC154414) and having their registered office at Cradlehall Business Park, Inverness, IV2 5GH, hereinafter called HighNet and incorporates:

Section I – Definitions

Section II – Form of Agreement

Section III – Terms and Conditions of Purchase all attached hereto and made a part hereof

Section IV – Provisions of the Internet Service

Section V – Provisions of the Mobile Service

In accordance with all the terms of this Agreement, HighNet shall supply the goods and services as described in Sections II and III as and when called on by the Customer and the Customer shall pay the prices described in Section III to HighNet. This Agreement constitutes the entire agreement between the parties hereto.

## III. TERMS AND CONDITIONS

HighNet undertakes to exercise all reasonable care in the provision, operation and maintenance of the Service and will use all reasonable efforts to restore the service in the event of failure.

### 1. DURATION

This Agreement shall come into full force and effect from the service activation date, and not the date the contract is signed. It shall continue:

1.1 for the minimum term specified on the order and shall renew automatically on an annual basis thereafter. Either party may terminate this Agreement on expiry of the minimum term or on expiry of any subsequent full year of service, subject to at least 30 days written notice to the other party during the final month of the contract term. The examples below are purely illustrative and for clarification:

a) A 1 year contract can be cancelled on day 364 by giving 30 days written notice so the Agreement ends on day 394; or

b) A 1 year contract can be cancelled on day 335 by giving 30 days written notice so the Agreement ends on day 365.

1.2 until terminated forthwith on HighNet giving notice of a breach by the customer of any of the Customers obligations under this Agreement which are capable of remedy and are not remedied within 7 days of giving such notice.

1.3 until terminated forthwith on HighNet giving notice of any material breach by the Customer.

1.4 All customers adopting the HighNet line rental packages will be subject to a minimum contract term of 12 months (some products and tariffs may have longer minimum terms as per the specified contracts) from the date of line rental activation with HighNet. Services provided with free of charge installation will be subject to minimum terms of at least 3 years.

1.5 All additional products added after the date of signing this agreement will assume a minimum 12 month contract, unless an extended term is agreed to on a new contract.

### 2. USE OF THE SERVICES

2.1 The customer shall be responsible for the safe custody and safe use of the Service and, without prejudice to the generality of the foregoing, the Customer agrees and undertakes:

2.1.1 to use the service in accordance with such conditions as may be notified to it in writing by HighNet from time to time:

2.1.2 not to cause any attachments other than those approved for connections under the Act to be connected to the Service:

2.1.3 not to contravene the Act or any other relevant regulations or licences:

2.1.4 not to use the Service as a means of communication for a purpose other than that for which the Service is provided and as may be set out from time to time in HighNet’s service literature (HighNet will provide the Customer with the maximum notice practicable should there be any change to HighNet’s service literature and HighNet agrees not to make any such changes as would materially affect the parties obligations):

2.1.5 not to use the Service for transmission of any material or message which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character:

2.1.6 not to use the Service in a manner which constitutes a violation or infringement of the rights of any other party nor to make or intend or attempt to make fraudulent use of the Service, including but not limited to using the Service to transmit any message or code, locate a person, or otherwise give or obtain information without payment for the Services or use or attempt to use the Service with intent to avoid the payment, in whole or in part, of any charges by any means or device:

2.1.7 to maintain its telecommunications apparatus at all times during the period of this agreement in good working order and in conformation with the relevant standard or approval for the time being designated under section 22 of the ACT; or

2.1.8 to provide HighNet with all such information as it reasonably requests relating to Customer’s telecommunications apparatus.

2.2 the Customer shall indemnify HighNet against all liabilities, claims, damages, losses and expenses arising directly from any breach of the undertakings contained in the Clause 2.1

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2.3 Under no circumstances is the customer allowed to use an alternative Telecom supplier to override or bypass HighNet services either through the installation of equipment or through the BT local exchange, any such changes or bypassing the HighNet network or services may result in suspension/termination of services without notice to the customer or extra charges may be added, without the written approval of HighNet.

2.4 The Customer will be liable for all charges incurred for the use of the Services, irrespective of whether the Services have been used by the Customer, its employees, agents or representatives and any Unauthorised Third Party.

2.4.1 The Customer will be responsible for:

a). preventing unauthorised use of the Services:

b). maintaining the security of all systems, network elements and equipment within its (or its employees', agents' or contractors') control: and

c). maintaining (and ensuring that each of its authorised users maintains) the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing or using the Services or any systems, network elements or equipment.

2.4.2 Without limiting clause 2.4, the Customer will (or will procure that appropriately qualified third parties will) put in place and comply at all times with the security measures detailed in the HighNet Telephone Security Checklist which will be provided prior to order completion. The HighNet Telephone Security Checklist can also be downloaded from [www.highnet.com](http://www.highnet.com).

2.4.3 HighNet will only be responsible for providing security measures relating to the provision of the Services (and no others) as detailed in the HighNet Telephone Security Checklist which will be provided prior to order completion. The HighNet Telephone Security Checklist can also be downloaded from [www.highnet.com](http://www.highnet.com). HighNet will monitor call activity for suspected fraudulent use. As opposed to being preventative, these efforts are purely restricted to the delivery times from the underlying network carrier and are typically made available 24 hours after any event as a best effort guide, however this timeframe is not guaranteed. HighNet will act rapidly on receipt of relevant call records to advise the end customer and confirm if usage is fraudulent, thereafter placing appropriate barring instructions with underlying networks.

2.4.4 The Customer will notify HighNet immediately of any illegal, fraudulent or unauthorised use of the Services. On receipt of such a notice, HighNet shall use reasonable efforts to suspend or prevent such use by the Unauthorised Third Party pursuant to clause 2.4.4.

2.4.5 HighNet will be entitled to suspend or terminate the provision of the Services (excluding access to the emergency services) upon receiving the notice required from the Customer under clause 2.4.4. HighNet will lift its suspension or recommence its provision of the Services within a reasonable timescale after the Customer demonstrates to HighNet's reasonable satisfaction that appropriate technical, organisational, security or other measures have been put in place to prevent any further unauthorised use of the Services. The customer will remain liable for the payment of the charges for the Services whilst the Service is suspended or terminated in accordance with this clause 2.4.5.

2.4.6 Where HighNet has the right to suspend or terminate the Services under clause 2.4.5 and the conditions in which HighNet is required to lift its suspension or recommence its provision of the Services under clause 2.4.5 have not been met within 30 days' of the date on which HighNet has received the relevant notice under clause 2.4.4, HighNet will be entitled to terminate this agreement immediately or on such other notice as HighNet may consider appropriate in the circumstances.

## 3. EQUIPMENT

3.1 Where HighNet is supplying Equipment to the Customer as part of the Service, any specified delivery date shall be treated as an estimate only and shall not be a term of this Agreement. HighNet accepts no liability for failure to meet the delivery date.

3.2 Wherever necessary, HighNet or its appointed agent, engineer or maintainer shall install the Equipment at the Site. HighNet shall not be liable for any loss, damages or expenses due to any installation or programming, including programming of least cost routing software, if carried out by persons other than its appointed agent, engineer or maintainer.

3.3 Subject to paragraphs 3.5 and 3.6 below, HighNet will use its reasonable endeavours to carry out during normal working hours all repairs to the Equipment which become reasonably and properly necessary to maintain the Service without charge to the Customer, where equipment is covered by its manufacturer's warranty. Out with any warranty period or for non-warranty faults HighNet will raise charges as appropriate for any site visits or repairs to equipment as deemed necessary.

3.4 The Customer undertakes not by itself, its agents or its servants or otherwise to carry out any repairs, alterations, modifications or maintenance or make any additions or attachments to or otherwise alter the Equipment without the prior written consent of HighNet.

3.5 HighNet shall not be responsible for faults arising or repairs necessary where such faults arising or necessity of repairs result from:

3.5.1 breach of paragraph 3.4 above:

3.5.2 the Customer's negligence or default:

3.5.3 failure by the Customer to use the Service in accordance with this Agreement or any reasonable or necessary instruction by HighNet:

3.5.4 any act, omission or fault associated with a telecommunications system other than that of HighNet: or

3.5.5 any other cause beyond the reasonable control of HighNet.

3.6 If HighNet carries out repairs or maintenance work arising under paragraph 3.5 above or if HighNet is required to perform work outside normal working hours, HighNet shall be entitled to levy a reasonable charge for such work.

3.7 The Customer shall be responsible for obtaining and where appropriate, paying for all necessary licences, consents and approvals required by third parties for the installation and use of the equipment.

3.8 The Customer undertakes that any telecommunications equipment supplied or used by the Customer in conjunction with the Equipment is in good working order and complies with all applicable legislation and standards.

## 4. ACCESS TO PREMISES & PROVISION OF INFORMATION

4.1 To enable HighNet to exercise its obligations under this Agreement:

4.1.1 The Customer shall permit or procure permission for HighNet and any other person(s) authorised by HighNet to have reasonable access to its premises and the Service's connection points and shall provide such reasonable assistance as HighNet requests.

4.1.2 HighNet will normally carry out work, by appointment and during normal working hours, but may request the Customer to provide access at other times but such requests shall not oblige the Customer to provide such access.

4.1.3 At the Customer's request HighNet may agree to work outside normal working hours and the Customer shall pay HighNet's reasonable charges for complying with such requests.

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4.1.4 If the Customer requests maintenance or repair work which is found to be necessary, the customer may be charged for the work and the costs incurred. HighNet will give notice that work is considered necessary prior to completion and raising charges.

4.1.5 Service Level Agreement (SLA) performance excludes travel time and associated costs for premises not on the UK mainland.

4.1.6 Customer permits HighNet to use information about the calls made by the Customer including but not limited to origin, destination, duration, route and time so that HighNet can perform its obligations under this Agreement and maintain or upgrade the Service and/or produce statistics to assist HighNet or HighNet's operators in their network planning.

## 5. SUSPENSION OF SERVICE

5.1 HighNet may at its sole discretion at any time with immediate effect elect to suspend forthwith provision of the Service until further notice without compensation if:

5.1.1 The Customer is in breach of a material term of this Agreement including for the purposes of this Agreement, its failure to pay Monies due to HighNet on the due date.

5.1.2 HighNet is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authorities.

5.1.3 For reasons of modification or preventative or emergency maintenance.

5.2 The Customer shall reimburse HighNet for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of the Service as appropriate, but only where the suspension is implemented as a consequence of breach, fault or omission of the Customer.

5.3 The Customer will continue to pay the charges during any period of suspension.

## 6. LIABILITY

6.1 Nothing in this Agreement shall exclude or restrict HighNet's liability for the death or personal injury resulting from the negligence of HighNet or of its employees while acting in the course of their employment.

6.2 In the event that the Service fails to operate and the Customer diverts traffic to another carrier, HighNet will not be responsible for that carrier's charges.

6.3 Neither party shall be liable to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.

6.4 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 including without limitation any Act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authorities.

## 7. CHARGES AND PAYMENTS

7.1 The Customer shall be invoiced monthly by HighNet and agrees to pay charges within 14 days of receipt of invoice.

HighNet reserves the right to raise a levy to cover the costs of providing non electronic billing.

7.2 Charges will be at HighNet's current price list as detailed at: [http://www.highnet.com/docuemnts/Price\\_List.pdf](http://www.highnet.com/docuemnts/Price_List.pdf)

7.3 HighNet intend that there will be no price increases in usage charges during the term of this Agreement. Should price increases become necessary the Customer will have one month from written notification of said increases to terminate in writing the Agreement without penalty.

7.4 Usage charges payable shall be calculated by reference to data recorded or logged by HighNet and not by reference to any data logged or recorded by the Customer.

7.5 HighNet reserves the right to charge daily interest on amounts outstanding 14 days after invoice until payment has been received in full, at a rate equal to 4% per annum above the Bank of Scotland base Lending rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this Agreement.

7.6 All sums referred to in this Agreement are exclusive of Value Added tax and any taxes of a similar nature which may from time to time be introduced.

## 8. TERMINATION

8.1 HighNet may suspend services or terminate the contract, or both, at any time without notice if:

(a) the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

8.2 Notwithstanding anything to the contrary expressed or implied in this Agreement, HighNet (without prejudice to its own rights) may terminate this Agreement forthwith in the event that any licence under which the Customer has the right to run its telecommunications system and connect it to the Service is revoked, amended or otherwise ceases to be valid.

8.3 If the Customer wishes to cancel the Agreement in whole or part prior to or after connection, HighNet will agree to such cancellation upon the basis that the Customer shall reimburse to HighNet any circuit cancellation charges levied on HighNet by BT or any other suppliers including any remaining contractual months or rental billings which will be charged in full to expiry date.

8.4 In the event the Agreement is terminated by either party, the customer will pay to HighNet, and within 14 days of issue of a demand by HighNet, the sum equivalent to the total of (a) the monthly rental charges due by the customer to either the end of the contracted period plus any 30 day notice period or, if this has passed, one month's charges as per the notice period; and (b) the sum of the Average Call Charges multiplied by the number of months to either the end of the contacted period plus any 30 day notice period.

## 9. ASSIGNMENT

HighNet may, but the Customer shall not (without the prior written consent of HighNet) assign, transfer or delegate or otherwise deal with all or any of its rights and obligations under this Agreement.

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## 10. CONFIDENTIAL INFORMATION

10.1 HighNet shall maintain in confidence all information provided by the Customer or its officers or employees or contained in this Agreement and all information developed or arising from the execution of this Agreement. HighNet may only disclose the same to the extent necessary to effect the execution of the Agreement and after obtaining from any relevant third party appropriate protection acceptable to the customer as to confidentiality.

## 11. GENERAL

11.1 This Agreement represents the entire understanding between parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written and this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party thereto.

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

11.3 By signing the form overleaf or accepting these terms and conditions by any electronic means, the Customer thereby agrees to the total exclusion of all its own terms and conditions of business from this Agreement.

11.4 Any notice, invoice or other document which may be given by HighNet under this Agreement shall be deemed to have been duly given if left at or sent by post to an address to which notices invoices or other documents may be sent, or the Customers usual or last known place of abode or business, or if the Customer is a limited company, its registered office. HighNet's address for the Service of any notice by the Customer under this Agreement shall be such address as is shown on the last invoice rendered to the Customer or such address as HighNet may prescribe for that purpose.

11.5 This Agreement shall be governed by and construed and interpreted in accordance with Scottish law, and the parties hereby submit to the jurisdiction of the Scottish courts.

11.6 Any Director or representative of a limited company who signs on behalf of the Customer will be deemed an authorised signatory and thereby guarantee the customer's acceptance of its obligations under this Agreement.

11.7 If you would like to make a complaint, please consult our written Code of Practice for Complaints and Dispute Resolution, which can be downloaded from [www.highnet.com](http://www.highnet.com).

## IV. PROVISIONS OF DATA NETWORK SERVICES

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The Conditions in this section apply only where the Products include data network services including but not limited to internet access.

The Products include all varieties of DSL (broadband), Ethernet services delivered over fibre or copper, and any point-to-point or multi-site meshed network connections provided by HighNet.

1.1 The provision of a DSL (broadband) data network service to the Customer will be subject to the characteristics of the Access Connection and the underlying service provider (BT or other) may determine that it is not possible to supply a DSL service over the Access Connection. Where this is the case, HighNet will immediately terminate the Contract for that service and its underlying access line, HighNet will not be liable to the Customer in respect of such termination.

1.2 The Customer acknowledges that during the installation of Equipment for the provision of a DSL service, the Customer Access Connection may suffer a temporary loss of telephone service, and/or interference to any other Access Connection services, which shall be re-instated following installation. HighNet will not be liable for any loss, interruption or interference during installation. The Customer also acknowledges that any telephone socket extensions that are incorrectly wired may be disconnected during installation, without liability to HighNet.

1.3 Occasionally HighNet or their supplier may have to interrupt the data network service or change the technical specification of the service for operational reasons (such as maintenance or network service upgrades) or because of an emergency. In these circumstances where possible HighNet will give notice to the Customer of any such interruption however, the Customer shall have no claim against HighNet for any such interruption.

1.4 Except as otherwise expressly permitted under the Contract, the Customer may not:

- modify the service without HighNet's prior written consent;
- redistribute, copy or use the service, or transfer rights to the use of the service to any third party;
- disclose details of the service to any third party without HighNet's prior written consent;
- use the service except in conjunction with HighNet's recommended operating guidelines.

1.5 HighNet shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of installation but the decision of HighNet and/or HighNet's suppliers on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment shall be final and binding.

1.6 HighNet shall use reasonable endeavours to provide and install or procure the provision and installation of the Equipment at the agreed site so that the service can be provided on or before any installation date specified or agreed to by HighNet. Any installation date is an estimate only and HighNet shall not be liable for any failure to meet such installation date.

1.7 Installation of the service may be subject to a survey carried out by HighNet and/or BT or other supplier and the service may not be provided where the survey carried out is incomplete or unsatisfactory. The survey may identify additional costs for the installation of fibre or ducting or other works and any such arising Excess Construction Charges will either be accepted by the Customer and installation will proceed or be declined by the Customer and the Order will be terminated. Costs and charges arising from Survey, and the timescales for notification by HighNet and response by the Customer are as published in HighNet's supporting Product documentation.

## 2. USE OF THE DATA NETWORK SERVICE

2.1 The Customer must not use the service:

- In a way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- In connection with the carrying out of a fraud or criminal offence against HighNet or any other public telecommunications operator;
- To send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;

To send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers;

- In a way that does not comply with any instructions HighNet has given, including but not limited to HighNet's Acceptable Usage Policy.

2.2 HighNet will be entitled to suspend the service or terminate the Contract where HighNet, in its absolute discretion, believes the Customer is in breach of any provisions of Condition 2.1 of this Section of the Conditions.

2.3 The Customer acknowledges and accepts the following technical limits relating to the service:

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- Transmission performance of some metallic local loops will mean it is technically impracticable to provide service to all potential customers within the service availability area;
- Currently, until such time as HighNet advises otherwise, DSL service cannot be provided over the same Access Connection as certain other telecommunications services. HighNet customer service can advise on incompatibility of services;
- That some technical limitations may not become apparent until after the service has been installed and working for some time. In such circumstances the service may need to be withdrawn;
- That in the case of any rate-adaptive DSL product, upload and download speeds for are dependent on distance from the exchange, atmospheric conditions and quality of the metallic path and may vary without notice to the Customer;
- That in case of any rate-adaptive product, throughput guarantees will relate only to the actual rated speed of an individual connection, not any implied speed of service.

2.4 In the circumstances referred to in Condition 2.3 of this Section of the Conditions, HighNet will have no liability to the Customer relating to the provision of the service (or HighNet's inability to provide the service), the performance of the service, its effect on other services or equipment or the withdrawal of the service.

2.5 The Customer will co-operate with HighNet's reasonable requests for information regarding the Customer use of the service and supply such information without delay.

2.6 The Customer will use the service in compliance of HighNet's Acceptable Usage Policy. Details of this policy are posted on HighNet's website and are available from HighNet Customer Services.

## 3. CHARGES

3.1 HighNet may also make an additional charge (on the basis of additional charges detailed in the HighNet Price List), in the following circumstances:

- An abortive visit charge may be incurred where incorrect information supplied by the Customer means it is technically impractical to provide a DSL service over the Customer's Access Connection;
- Where it is necessary to relocate the existing telephone master socket to provide the internet service;
- Where HighNet or BT or other supplier are unable to gain access to the agreed site to carry out installation of the service or the installation is aborted an abortive visit charge may be payable;
- Where HighNet or BT or other supplier provide the support to the Customer outside its normal support times in supply of the service; and
- Where a fault relates to equipment other than the supplied Equipment.

## 4. DSL SERVICE CEASES

Cancellation in the form of a cessation of a DSL service, placed by either party will raise a charge of £33.00 (or the charge in force at the time of the cessation if varied by HighNet or the underlying provider) to the Customer. Migrations away from a DSL service using the current industry processes for migrations do not attract the cancellation charge. In the event that the underlying service provider increases the termination charge to HighNet, HighNet reserves the right to pass on this increased charge.

## 5. DSL MIGRATION

HighNet complies with all industry based migration processes and will utilise these processes for both migrations into HighNet and for migrations away from HighNet.

## 6. E-MAIL FORWARDING SERVICES

The Products may include e-mail forwarding. If they do, the Customer must use e-mail forwarding in accordance with all applicable legislation and is responsible for all use of e-mail forwarding, including the content of messages sent through e-mail forwarding. The Customer is obliged to comply with the generally accepted rules for Internet and e-mail usage, which includes but is not limited to the HighNet Acceptable Usage Policy. Without prejudice to the foregoing, the Customer undertakes not to use e-mail forwarding:

- To encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;
- To gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;
- To interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or
- For spamming, which includes, but is not restricted to, the mass mailing of unsolicited e-mail, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such distribution list. Users are not permitted to provide false names or in any way attempt to disguise the origin of e-mail.

## 7. SERVICE LEVEL AGREEMENTS

HighNet provides Service Level Agreements in respect of data network services including DSL services and Ethernet services (delivered over fibre and/or copper infrastructure). A separate Service Level Agreement exists for MPLS IPVPN networks. It is the responsibility of the Customer to ensure that procedures are in place to enable their reporting of faults and diagnostic testing to meet the timescales imposed within the Service Level Agreements. Service Level Agreement (SLA) performance excludes travel time and associated costs for premises not on the UK mainland.

## V. PROVISIONS OF MOBILE SERVICE

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1. HighNet agrees and undertakes that it will use its reasonable endeavours to:

- Procure from the relevant network operator airtime on a 24 hour per day 365 days per year basis;
- Procure from the relevant network operator numbers for assignment to and use by the Customer with the Customer's devices;
- connect and activate each SIM Card on to the wireless services it provides to the Customer and to allocate numbers appropriately to each SIM Card;
- Provide any value added wireless services requested by the Customer and agreed by HighNet; and
- Subject to the Customer agreeing to the terms applicable to the supply of additional wireless services and subject to their availability to the Customer, provide the additional wireless services.

2. HighNet reserves the right to add to, substitute, or to discontinue any value added service at any time. HighNet does not guarantee the continuing availability of any particular value added service and in particular (as the Customer acknowledges) HighNet may be dependent upon third parties in this respect.

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3. The Customer agrees not to use the SMS service for the purpose of marketing or advertising products or services to device users without the consent of those users. The Customer agrees that SMS text messages which it sends via the mobile service provided by HighNet, or other leased, or indirect access, to a device which is not connected to the HighNet network, may incur additional inter-connect charges in respect of transfer of the message to another mobile network operator service and HighNet reserves the right to invoice the Customer, and the Customer agrees to pay such charges.

4. The Customer agrees that in using the SMS service;

- Each device is capable of receiving SMS text messages which may originate from a variety of sources; and
- HighNet is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to the Customer's devices, which originate from such sources.

5. The Customer acknowledges that HighNet is entirely dependent upon its suppliers and the network operator in relation to:

- The quality of airtime, in terms of line clarity, and call interference; and the geographic extent of airtime coverage; and
- Local geography, topography and/or atmospheric conditions and/or other causes of physical or electromagnetic interference that may from time to time adversely affect the provision of airtime.

6. HighNet may, where reasonable (such reasonableness to be determined by HighNet at its sole discretion), from time to time and without notice suspend the wireless services and provision of customer services to the device in any of the following circumstances without prejudice to its rights hereunder, provided that it shall use reasonable endeavours to restore the wireless services and reconnect the device as soon as reasonably practicable:

- During any technical failure, modification or maintenance of the telecommunications systems by which the Wireless Services are provided;
- During any technical failure, modification or maintenance of the HighNet system by which the customer services are provided;
- If the Customer fails to comply with the terms of the Contract after being given written notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied;
- If the Customer allows to be done anything which in HighNet's reasonable opinion may have the effect of jeopardising the operation of the wireless services;
- If in the reasonable opinion of HighNet (such reasonableness to be determined by HighNet at its sole discretion), the wireless services are being used in a manner prejudicial to the interest of the Customer and/or HighNet;
- At its sole discretion suspend any device from making calls (other than to the emergency services) and disconnect the device if HighNet has reasonable cause (such reasonableness to be determined by HighNet at its sole discretion) to suspect fraudulent use of any payment method, the device's SIM card or the device itself, or the device is identified as having been stolen; and
- Because of an emergency or upon instruction by emergency services or any Government or appropriate authority (including the network operator) or for the Customer's own security; and
- During any period of suspension arising from the circumstances detailed in this Condition 6 of this section of the Conditions, the Customer shall remain liable for all Charges levied in accordance with the Contract and if HighNet at its sole discretion reinstates the wireless service following a suspension or disconnection, the Customer may be liable for a reconnection fee if the suspension or disconnection is due to the default of the Customer.

## 7. DISCONNECTION OF DEVICES

7.1 A disconnection notice may be served by the Customer in respect of an item of Equipment at any time.

7.2 Upon receipt of a disconnection notice, HighNet will disconnect the relevant device or devices from the wireless services in accordance with the disconnection notice upon the expiry of 30 days from the date of the disconnection notice. The Contract will remain in full force and effect in relation to all other Equipment and in relation to the provision of airtime to such other Equipment.

7.3 In the event that the Customer serves a disconnection notice to take effect (and resulting in the device's disconnection) prior to the expiry of the minimum period for that particular device, the Customer will pay to HighNet any applicable termination fee.

7.4 The Customer will notify HighNet immediately (and will confirm in writing) on becoming aware that any Equipment (including devices) has been lost or stolen or that any person is making improper or illegal use of the Equipment or the wireless service.

The Customer will be responsible for any charges incurred as a result of unauthorised use of any device, or SIM Card, or the information contained within a SIM Card, until HighNet has suspended the wireless service.

7.5 If the Customer disconnects or terminates Wireless Service within the minimum term, or if the level of usage drops below the agreed average revenue per user for the Customer up until that date during the term, HighNet reserves the right to charge the Customer the average revenue per user for the Customer's account up to the end of the minimum term.