

BROADBAND PRODUCT TERMS

1 SCOPE

1.1 These Product Terms cover:

- (a) Business Broadband;
- (b) Superpowered Fibre Business Broadband;
- (c) Broadband Products providing connectivity to SIP Trunks (SIP Trunks are governed by the Telephony Product Terms); and
- (d) Line rental and call bundles where purchased as part of the above Broadband Products.

2 ORDERING OF PRODUCTS

- 2.1 Customer may order Broadband Products by submitting a Product Order in accordance with the Customer Account Terms.
- 2.2 Service Provider reserves the right to request additional information in order to provide a Broadband Product prior to acceptance of a Product Order. Such additional information will be deemed to form part of the Product Order.

3 ADDITION OF PRODUCTS

- 3.1 Customer may add to or amend existing Broadband Products by submitting a new Product Order.
- 3.2 The Contract Term for any change to a Contract for Broadband Products will be as set out in the applicable Product Order.

4 PRODUCT SUPPORT

- 4.1 Service Provider will provide support, where purchased, for Broadband Products in accordance with the Customer Account Terms, and the attached Support Annex.

5 ALLOCATION AND USE OF EACH CLI

- 5.1 Nothing in these Product Terms gives Customer ownership of any CLI, dialling code or static IP address provided by Service Provider as part of any Broadband Product.
- 5.2 Customer may transfer CLIs to Service Provider and may also transfer CLIs from Service Provider to other Third Party Operators with whom Service Provider has a relevant porting agreement.

6 TELEPHONE PREFERENCE SERVICE

- 6.1 If Customer takes a Telephone Preference Service Product, Service Provider will provide Customer with the facility to bar any calls made to CLIs that appear on the latest Telephone Preference Service Product data file made from each line connected to the Telephone Preference Service Product.
- 6.2 Service Provider accepts no responsibility arising from mistakes or omissions in data supplied to Service Provider by the Telephone Preference Service Product or any of its agents.

7 UNUSED PRODUCTS

- 7.1 Without prejudice to any other right or remedy available to Service Provider if any number allocated to Customer:
 - (a) remains inactive for six consecutive calendar months; or
 - (b) calls to such number amount to five minutes or less in any calendar month or an average of five minutes or less in any three consecutive calendar months,

Service Provider may, on notice, either:

- (i) remove any such number from Customer; or
- (ii) charge for the retention of such number by Customer at the appropriate rate as set out in the Price List,

unless the number has been notified in advance to Service Provider as being part of a specific disaster recovery plan.

8 PRODUCT RESTRICTIONS

- 8.1 Upon activation of a Broadband Product, Customer accepts it may experience a temporary loss of Customer's existing line.
- 8.2 Customer accepts that Service Provider cannot guarantee the Connection quality on the local loop section provided by any Third Party Operator and, therefore, cannot guarantee that all Connections can support the Transmission Speed requested or specified in the Product Order.
- 8.3 Customer must notify Service Provider five Business Days before any significant increase in traffic across the Service Provider Network that will arise as a result of the use of Broadband Products by Customer (for example ticket sales, marketing promotions etc). For the purposes of this Clause, a significant increase will mean more than 5,000 calls in a 15 minute period to one phone number (or the aggregate of non-geographic numbers if they point to one number).
- 8.4 In relation to any Broadband Product which is subject to line rental, being the provision of rented access to a telephone line and any ancillary extras which Service Provider expressly agree to provide, and save where Service Provider is not currently able to provide the applicable Broadband Product, or as required by Legislation, Customer will not divert calls from travelling across the Service Provider Network.
- 8.5 Service Provider cannot guarantee the correct function of a Broadband Product or any service not provided by Service Provider but which operates across a Broadband Product where a third party service is used across a Broadband Product. A list of services as identified by Service Provider or any Third Party Operator known to be incompatible with the provision of the applicable Broadband Product, is available from Service Provider but Customer acknowledges this is for illustrative purposes only as third party services are constantly changing.
- 8.6 Service Provider will provide speed estimates for certain Broadband Products. Either Party may terminate a Broadband Product if the Broadband Product does not comply with the estimates. Further details can be found in the TalkTalk Business Broadband Speeds Code of Practice.

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9 EMERGENCY CALLS DATABASE

- 9.1 Customer must be aware that it must maintain up to date information in relation to any installation address or other relevant details which will have an impact on ensuring that correct information is passed to any emergency organisation in accordance with condition 4 of OFCOM's general conditions of entitlement (as updated from time to time). Without restricting Customer's obligations in this Clause 9, Customer will:
- (a) ensure that it provides a full postal address for each CLI which is PAF validated;
 - (b) respond within one Business Day to any request from Service Provider to correct a discrepancy in any installation address as reported by the emergency services;
 - (c) promptly cooperate with any audits conducted by Service Provider to ensure such compliance; and
 - (d) only use each CLI which has been provided by Service Provider as part of an inbound service for this purpose only. Where Customer uses, or allows a CLI to be used for any other purpose, including to make outbound calls, this will be a material breach of a Contract.

10 CHARGES

- 10.1 The Charges relating to the Broadband Products are set out in Price List.
- 10.2 Each Connection will have a monthly combined limit (download and upload data) included in rental, the limit of which is dependent upon the Broadband Product provided to Customer and as stated in the relevant Product Order. Where Customer exceeds their allocated monthly limit, Service Provider reserves the right to apply Overage Charges to each applicable Connection.
- 10.3 The Charges for Broadband Products will be invoiced in the following manner:
- (a) Recurring Charges:
 - (i) will be billed monthly in advance; and
 - (ii) for a part month billing due to new installation, addition or cancellation will be billed (or credited) pro rata in arrears; and
 - (b) all other Charges will be invoiced monthly in arrears.

11 CALL CHARGES

- 11.1 Call Charges will be charged at three rates according to the time the call was initiated and the destination as follows:

Rate	Time Period
Peak	08:00.00 – 17:59.59 Monday – Friday GMT/BST
Weekend	00:00.00 Saturday – 23:59.59 Sunday GMT/BST
Off Peak	All times which are neither Peak nor Weekend.

- 11.2 Bank Holidays are treated as a normal day.
- 11.3 Where a call overlaps between periods, the whole call will be charged at the rate that applied when the call was initiated.
- 11.4 Calls are measured and billed in per second units or call units based on the applicable tariff. Charges are presented on Customer's invoice to two decimal places and are rounded up to the nearest whole penny before VAT is applied.

12 TERMINATION ON NOTICE AND CANCELLATION CHARGES

- 12.1 A Party may terminate a Contract or any Connection forming part of a Contract by giving 30 days' notice to the other Party.
- 12.2 Cancellation Charges for Broadband Products are equal to the value of all Recurring Charges that would have been payable by Customer from the date of termination to the end of the applicable Contract Term in respect of the Connections which are terminated.
- 12.3 In the event the rental of Customer's telephone line is terminated by Customer, BT, or, where applicable, any other non-cable network where provided by a third party, the Broadband Product will automatically terminate and Customer will be liable to Service Provider for the Cancellation Charges.

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Broadband Support Annex

Support Hours and Maintenance Notification		
Incident reporting	24 x 7 x 365 or as otherwise stated in the CSP	
Incident Resolution	Enhanced	Priority 1 & 2 Incidents - 24 x 7 x 365 Priority 3 Incidents – 24 x 7, Saturday, Sundays and public holidays in England excluded
	Standard ¹	08:00 to 18:00 on Business Days, Saturday, Sundays and public holidays in England excluded
Maintenance notification	Minimum of 3 Business Days	

Resolution Targets (Clock Hours) – Enhanced ²	
Priority Level	Resolution Target
Priority 1	24
Priority 2	24
Priority 3	As soon as reasonably possible.

Resolution Targets (Clock Hours) – Standard	
Priority Level	Resolution Target
Priority 1	48
Priority 2	48
Priority 3	As soon as reasonably possible.

Credits - available for Priority 1 Incidents only	
Clock Hours exceeding Resolution Target (per Incident)	Credit (% of monthly Recurring Charges)
< 24	50%
≥ 24	100%

Thresholds	
Maximum Credits per Connection per month	100%
Material Failure for a Connection	Maximum Credits received twice in any six month period

¹ Broadband Products providing connectivity to SIP Trunks receive standard support.

² Resolution Targets do not apply to Incidents associated with physical cable damage or vandalism within the local loop network maintained by any Third Party Operator.

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	Right of exit has arisen in accordance with the Ofcom Business Broadband Speeds Code of Practice
	Right of exit has arisen in accordance with the TalkTalk Business Broadband Speeds Code of Practice

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Glossary

CLI	The Calling Line Identity of a calling party.
CSP	The customer service plan provided by Service Provider for the applicable Broadband Product.
Overage Charge	The charges for use of data in excess of any agreed limit on the applicable Broadband Product levied by Service Provider.
TalkTalk Business Broadband Speeds Code of Practice	Service Provider's Broadband Speeds Code of Practice available at http://talktalkbusiness.co.uk/broadbandspeedcodeofpractice .
Transmission Speed	The rate either in Kbps or Mbps that data is transferred between the Service Provider Equipment and the Broadband Product.