

### TERMS AND CONDITIONS FOR THE PROVISION OF BUSINESS BROADBAND SERVICES

These terms are between the Customer and Giganet Limited, a company with registration number 03401975 and VAT number GB873856866, which has its registered office at 6th Floor 33 Holborn, London, England, England, EC1N 2HT ("Giganet").

These terms ("Terms") describe how Giganet will provide Services, how the parties may change or end our Contract, what to do if there is a problem and other important information. Please read them carefully.

If Customers have any questions about these Terms or the Services, please contact us at sales@giganet.uk

### 1 DEFINITIONS

1.1 The following definitions used in these Terms shall have the meanings given to them below:

"Business working hours" means the hours between 0900 and 1730 UK local time Monday to Friday, excluding UK public holidays.

"Confidential Information" means in relation to either party, information (in any form) belonging or relating to the disclosing party, it's or their business, clients, customers, business plans, affairs or activities, which information is confidential to the disclosing party, clients or customers (as the case may be), including trade secrets, information and data relating to existing or potential customers, business information relating to the disclosing party's products, research and development, processes, employees or officers, pricing, marketing and sales information, suppliers, business plans or dealings, financial information, any document marked "Confidential", or any information which the receiving party has been informed is confidential or which the receiving party might reasonably expect that the disclosing party would regard as confidential.

"Charges" means any charges which the Customer is liable to pay under this Contract, including installation charges, line rentals, service rentals and management fees.

"Credit Limit" means the credit limit agreed between Giganet and the Customer in this Contract.

"Customer", "Subscriber", "You" or "Your" means the person, body, or corporate contracting with Giganet to supply the Services under this Contract.

"DocuSign" means DocuSign Inc, Giganet's current chosen eSignature provider used for signing of contracts electronically.

"Equipment" means any physical equipment, hardware or products supplied by Giganet to the Customer as part of the Service such as WF-Fi access points, routers, modems and associated cables, fibre and filter(s).

"IP address" mean the unique Internet Protocol address assigned to your connection.

"Minimum Period" means the minimum period for the supply of the relevant Service.

"Order" means an order form setting out the Services You have agreed to purchase under this Contract.

"Our website" means the Giganet website available at <a href="www.giganet.uk">www.giganet.uk</a> and the various subdomains of <a href="www.giganet.uk">www.giganet.uk</a>

"Prices" or "Charges", means the prices for the relevant Service and Equipment as amended by Giganet Solutions from time to time in accordance with the terms of this Contract.

"Property" means the Customer's property or premises, or the property or premises owned by others at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

"PSTN" means Public Switched Telephone Network, the aggregate of the world's circuit-switched telephone networks that are operated by national, regional, or local telephone operators, providing infrastructure and services for public telecommunication.

"RIPE NCC" means Réseaux IP Européens Network Coordination Centre, the body responsible for administering IP addresses with Europe, the Middle East and parts of central Asia.

"Service" or "Services" means the supply, connection, and provision of the Giganet Internet connection. The Internet connection method may include access by radio (wireless), fibre optic or copper.

"Service Credit" means a full or partial credit against charges for the Service.

"Service Levels" means the service levels in clause 17 or such other service levels as may be agreed in writing between the parties from time to time.

"VoIP" means Voice over Internet Protocol, a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet.



### 2 INTRODUCTION

- 2.1 Our agreement ("Contract") comprises the following documents:
  - These Terms
  - Your Order
  - Our Privacy Policy
  - Our Fair and Acceptable Use Policy
  - Our Complaints Code of Practice.
- 2.2 Our Contract sets out the legal relationship between You and Giganet and the basis on which Giganet will provide Equipment and Services to you.
- 2.3 You agree to be bound by the terms of our Contract either by signing an Order form or agreement, by Your use of the Service or by You allowing others to use the Service.

### 3 NEW CONNECTIONS

- 3.1 All of Giganet's Services are available to order by telephone, E-mail, or in person.
- 3.2 Giganet operate as much as possible a paper-less and post-less system when administering new Customer connections to reduce our effect on the environment, improve efficiency and communication and pass on savings made to our customers.
- 3.3 Our Contract will be e-mailed to you for your acceptance and signature. Giganet processes paperwork and contracts electronically using DocuSign. Your electronic signature of our Contract indicates that you would like to place an Order for Services specified in it and that you agree to the terms of our Contract. Giganet's Services will only be supplied to an eligible address that matches the billing address for your chosen payment method. You must be at least 18 years old and a resident of the United Kingdom to place an Order with Giganet.
- 3.4 Business customers may only Order and use the appropriate business-grade Services. If a business is found to be using a residential service, then we reserve the right to change the Service to a business Service and change the relevant business Service Charges or terminate the Contract in which case our early termination fees may apply. Businesses which are not UK VAT registered or which employ fewer than 12 employees may select a residential service at the discretion of Giganet. You acknowledge that if you select a residential service, it will be subject to residential Service Levels.
- 3.5 If you wish to migrate to Giganet's Internet Services from another Internet provider, you should request to cancel your service with your current provider and ensure that it terminates after the new Giganet Service goes live to ensure continued Internet service. There is no straight-migration process between other Internet services or fibre-based Service like there is for BT telephone-line based migrations.
- 3.6 Giganet recommends that customers who have an e-mail service with their current Internet provider make provisions to check whether they can retain this service once they move. Not all Internet providers allow you to retain your existing e-mail address if you cancel a linked broadband account, whereas others may make a small charge, and some others may provide the service free of charge. Giganet provides a SMTP delay server for the purposes of sending E-mails where you use an IMAP/POP3 account, and you cannot use your existing SMTP relay server. The SMTP relay server that we will provide is only accessible to devices when connected to an Giganet Internet provided connection. It is not available on 3rd party Internet connections such as 2G/3G/4G mobile data connections. Currently, Giganet does not provide e-mail accounts to customers.
- 3.7 When ordering Giganet's Services, you must provide a valid e-mail address and you are responsible for maintaining and regularly checking e-mail communications. You can update details of your e-mail address in the online customer portal or by calling Giganet's customer support team. Giganet will use this e-mail address as the primary means to contact you for all purposes in connection with the Service. E-mails sent to you include, but are not limited to, your first and subsequent monthly invoices, any data usage notifications, warnings or alerts, marketing information, network maintenance advice and other information as we see relevant to delivering your Internet connection. You must periodically check any anti-spam systems in case e-mails sent from us are mistakenly marketed as spam or are blacklisted. We recommend you add our domain names to your whitelist or safe senders list to prevent our e-mails being tagged incorrectly. We may send from the following domains: @giganet.uk, @giga.net.uk.



# 4 EQUIPMENT

- 4.1 All Equipment provided by Giganet for the Service remains the property of Giganet unless otherwise advised in writing. For radio-based connections, the Customer Access Radio, and in particular the associated mounting brackets, cabling, and connectors, must not be tampered with, unplugged, painted, changed, touched, damaged or otherwise interfered with or nor shall you to let any other person do so.
- 4.2 You are responsible for any damage or loss of Equipment, unless this is caused by our or our contractor's negligence whilst installing, upgrading, or maintaining the Equipment or where the fault is caused by the Equipment during its normal operation. You are responsible for ensuring that the Equipment is secure and protected from unauthorised interference.
- 4.3 You must not:
- 4.3.1 Sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the Equipment, use it as security for borrowing, or do anything else which would affect our rights over the Equipment;
- 4.3.2 Add to, alter or in any way interfere with the Equipment, including connecting it to any Equipment or device designed to divert electronic communications services to a different provider;
- 4.3.3 Allow Equipment to be repaired, serviced or otherwise attended to by any person other than our authorised representative;
- 4.3.4 Anything which is likely to damage the Equipment or reduce its performance or operation; or
- 4.3.5 Remove, tamper with, change or mask any words or labels on the Equipment or any part of it.
- 4.4 You must immediately tell us of any loss of or damage to the service Equipment. We do not accept any liability for loss or damage arising as a result of you not complying with clause 4.3.
- 4.5 Equipment is provided with a 12-month warranty, subject to the exclusions in clause 4.6, that begins on the Service commencement date. Any eligible faults, subject to clause 4.6, arising with the Equipment during this period will be covered by the warranty at no extra cost, excluding engineering time or postage charges, where we send replacements by post or courier, and engineer visits, where required.
- 4.6 For radio-based connections that are damaged because of factors out of our reasonable control, including but not limited to, electrical surges and damage, lightning damage, storm/wind damage, flood damage, acts of war or riots damage, then there may be a service fee to replace or repair the damaged Equipment.
- 4.7 For other applicable repair charges please see clause 15.
- 4.8 Giganet recommends that customers protect the electrical and networking Equipment with an electrical mains surge protector or/and an uninterruptible power supply (UPS). Such UPS devices do not offer 100% protection; however, they can prevent most common electrical mains problems. Surge protectors and battery backup systems (UPS) are available from certain third-party retailers at extra cost.

### 5 INSTALLATION

- 5.1 Once your Order has been confirmed and accepted, we may contact you to arrange a mutually suitable installation date for the installation of any Equipment that we need to install at your Premises. You must ensure that:
- 5.1.1 someone is available on the date and time to allow us to install the Service;
- 5.1.2 you are the owner or have sought the necessary permission from the owner, landlord or local authority (such as for planning or listed building consent where required) for the installation of the Equipment. We take no responsibility for you not obtaining the necessary permission if you need this;
- 5.1.3 you have prepared the installation Property for the installation according to our expectations; and
- 5.1.4 your own network equipment and/or computers meet the required specification to use the Service. Typically, this means any networked device is no more than five (5) years old from the date you sign up to our service, and is capable of 802.11n Wi-Fi, certified for use in the EU/UK. If you use devices which are older than five (5) years old, then we take no responsibility for any potential adverse performance or reliability issues caused by your use of these.
- 5.2 If our engineer arrives and any of the above is not met and we are unable to proceed with the installation, then we reserve the right to charge an abortive engineering charge. A new date and time will be provided which is subject to engineering availability and the installation will be subject to the installation charges set out in clause 15.
- 5.3 Standard installations include:



- 5.3.1 the installation of an overhead or underground cable to the Property;
- 5.3.2 the installation of Equipment to the side of the Property; and
- 5.4 the drilling of a hole to enter the Property with cable which will terminate an agreed location for the provided router.
- 5.5 Additional equipment, services or labour provided outside of the scope of a standard installation are Chargeable as defined within this Contract.
- 5.6 Non-standard installations include:
- 5.6.1 installations which involve the distance to the Property from the road being greater than what Giganet considers to be a standard distance;
- 5.6.2 where there are additional costs are associated with the Customer's required routing of the cable to the Property; and/or
- 5.6.3 where the Property is a multi-dwelling unit (MDU).
- 5.7 Non-standard installations are subject to Giganet approval and we may reject non-standard installation if we are unable to provide them satisfactory.
- 5.8 Non-standard installations are subject to quotation and sometimes after a physical-site survey has been completed. We will estimate our costs for installing and connecting the Service, and those estimated costs will be covered by our Charges set out in the Order form.
- 5.9 Where Giganet, its partners or contractors install data cabling underground on a Customer's land or Property, the Customer shall inform Giganet, Giganet's partners or contractors where existing underground services are located accurately and completely before any work takes place. Giganet, Giganet's partners or contractors shall take no responsibility for any damage to existing services, potential and subsequent loss of the Service(s) where the location of the existing underground services was not accurately and completely disclosed beforehand. Any damage which is caused by the Customer's failure to properly inform on this matter may be repaired at the sole discretion of Giganet, Giganet's partners or contractors upon agreement with the Customer and at extra charge which shall be quoted before any work is carried out. If Giganet, Giganet's partners or contractors are unable to repair or the Customer rejects our quotation, then the Customer must organise its own repair by other means. An example of existing underground service may include but is not limited to: BT copper telephone lines, BT fibre optic cables, local power distribution mains power cables, mains water pipes, mains gas pipes, the customer's own water, mains power, fibre, data, or gas pipes.

# 6 ACCESS TO YOUR PREMISES

- 6.1 Our engineers will need to visit your Property to install the Services or carry out routine repairs. The engineer will not be responsible for connecting any Equipment Giganet hasn't provided. We will agree an appointment date with you in relation to such visits.
- 6.2 You confirm that you are the current occupier of the Property either as a freeholder or a tenant under a lease with legally binding permission from the freeholder for Giganet to install Equipment and provide the Service there. Unless the Customer advises Giganet in writing that it does not have such authority, the Customer agrees to give Giganet access to its Property together with all necessary permissions to carry out work at the Property and to connect, maintain, change, replace, inspect or remove Equipment and supply the Services.
- 6.3 The Customer shall give Giganet at least 48 hours' notice if they need to change or cancel an engineer's visit.
- 6.4 Giganet may charge Customers for engineer's visits where:
- 6.4.1 there is no one authorised by the Customer to make decisions in relation to the Services and Equipment;
- 6.4.2 the Customer fail to give 48 hours' notice to cancel the visit under clause 6.3;
- 6.4.3 the Customer reports a fault, but the engineer discovers the fault was not due to the Services or Equipment or the reported fault was not found;
- 6.4.4 the Customer provides an incorrect address;
- 6.4.5 Giganet engineers arrive at the Property, but the Customer no longer wishes to have the work carried out; or
- 6.4.6 Giganet's engineer cannot access or is refused access to the Property for any reason.
- 6.5 The Customer acknowledges that Giganet is unable to install Equipment and provide the Services until it has all necessary consents and permissions to do so. If Giganet has to cross the Customer's land or install, maintain and operate our Equipment at its Property, the Customer hereby provides Giganet with its consent to do so (and the Customer agrees to use best endeavours to obtain any such consent from another person if it is required). Before Giganet installs its Equipment and provides the Services, the Customer will provide Giganet with any additional consents in the form of a wayleave agreement suitable to Giganet if such additional agreement is required. If the Customer is unable to provide Giganet with the consents and permissions Giganet requires, Giganet may end this Contract.



### 7 YOUR NETWORK AND DEVICES

- 7.1 If you connect the Service to your Local Area Network (LAN), you are responsible for ensuring that the LAN does not adversely affect our Equipment or our network. You are responsible for your LAN including all aspects of its configuration including but not limited to, routers, wireless access points, firewalls, computers, tablets and phones. You are also responsible for your devices and other devices that may connect to your LAN with or without your knowledge. Our demarcation point with your LAN shall be the Ethernet port on the power supply of the Customer Access Radio for radio-based connections, the fibre media convertor Ethernet port for fibre optic connections and the Ethernet copper cable for copper-based services.
- 7.2 Giganet does not provide support for your computers, tablet computers, smart televisions, or any other networked device that may interact with the Service we provide. Please consult with an IT technician for any assistance with those devices.

## 8 VOIP SERVICES

- 8.1 Our Internet services are able to be used for VoIP services. As with any service customers use on the Internet, we take no contractual responsibility for their suitability, reliability, or any other contractual responsibilities for them.
- 8.2 Please be aware that unlike Openreach copper line services, to use VoIP services you will require mains power to all required network devices that deliver VoIP connectivity. This includes the Internet connection equipment that we have provided, as well as any internal network devices, VoIP phones, adapters or anything that requires mains power. In the event of a mains power failure, please be aware that your ability to use the VoIP service may be limited and therefore we recommend for any critical phone requirements that you either retain a Openreach copper line or ensure your mobile phone works and has suitable reception. You may need to consider contingency for dialling 999, the emergency services, in the event of a mains power failure.

# 9 UPGRADES AND CHANGES OF SERVICE REQUIREMENTS REQUESTED BY THE CUSTOMER

- 9.1 During the Minimum Period (or subsequent new Minimum Period for applicable business customers):
- 9.1.1 We allow Customers to upgrade their Service and increase their chosen speed package.
- 9.1.2 The new Charges applicable to the changes in Service and options will be applicable on the date of the upgrade.
- 9.1.3 Upgrades during the Minimum Period will not vary the initial Minimum Period.
- 9.2 After the Minimum Period:
- 9.2.1 We will charge all customers at our prevailing rates and the Customers will go onto Giganet's monthly rolling terms.

### 10 EQUIPMENT MAINTENANCE AND RECOVERY

10.1 From time-to-time Giganet may need to repair, replace, maintain or upgrade any Equipment installed on your Property or require you to return our Equipment following any termination of this Contract. Non return of equipment after 30 days of termination would result in a charges made for the item.

### 11 NETWORK MAINTENANCE

- 11.1 From time-to-time Giganet or its suppliers may need to repair, replace, maintain or upgrade any core network infrastructure beyond the Customer's Property to improve the network performance, reliability or features, or allow new components to be integrated into the network.
- 11.2 Giganet will make every reasonable effort to provide prior written notice of planned maintenance work on Our website or by email. If you are a business customer with an Ethernet service, we will provide you with an e-mail notification in advance of this work. It is your responsibility to make sure you monitor Our website status page and monitor your e-mails so that you are aware of the potential disruption when the maintenance occurs. Maintenance windows are usually between 00:01 and 06:00 UK local time where the actual work and thus interruption of service may only last for a small proportion of this. Although a large window is advertised for contingency, the work often completes much quicker.
- 11.3 Sometimes Giganet or its suppliers may need to make emergency maintenance. This emergency maintenance may not be pre-planned and may need to be carried out immediately at any time of the day without any prior notice. We will always make best efforts to pre-warn of any interruption of service if we are at the cause of it, however for emergency works, this may not be possible.



11.4 Any Service Levels are not applicable during any maintenance of any kind, pre-planned or emergency, and no Service Credits can be requested or will apply.

### 12 FAIR AND ACCEPTABLE USE

12.1 You agree to comply with our Fair and Acceptable Use Policy as published on Our website from time to time.

### 13 TECHNICAL DETAILS ABOUT THE SERVICE

- 13.1 Public IP addresses:
- 13.1.1 Each Customer may receive 1 public IPv4 address or service via carrier grade Network Address Translation (NAT). You will not own any allocated IP address we may provide to deliver the Services;
- 13.1.2 If your connection is suspended, disconnected or terminated, your static IP address will be reallocated to Giganet.
- 13.1.3 If we provide an IP address it will be granted for your non-exclusive use and subject to RIPE NCC's requirements.
- 13.1.4 We may need to change customer's assigned public IP address(es) due to network configuration changes or where we are required to by RIPE NCC guidelines. We shall provide prior notice where we are required to change your IP address so you can make sufficient provisions to change any DNS records or update any services that require knowledge of your public IP address.
- 13.1.5 Due to the limited number of public IPv4 address, Customers requiring more than 1 public address will be required to make a sufficient justification for their needs for multiple IPs. Customers are encouraged to use Network Address Translation (NAT) and share services (port forwarding) on single IP addresses. Additional IP addresses will be provided at Giganet's prevailing rates.
- 13.1.6 Giganet may require you to move from having a dedicated IP address to your service being delivered by carrier grade NAT in which case your IP address will be reassigned back to Giganet.
- 13.2 IPv6:
- 13.2.1 We support IPv6 addresses which will be provided upon request.
- 13.3 Reverse DNS:
- 13.3.1 Some business customers may require a reverse delegated record, herein called DNS or reverse DNS, for the IP address assigned to their Service. Giganet will allow business customers to request an DNS record be applied only if the domain name DNS A-record is pointing to the IP address whose rDNS record needs applying. We also only allow two DNS changes per annum. Additional requests are subject to approval by Giganet.
- 13.3.2 DNS record requests are not available for residential connections. Customer will need to switch to a business Service for rDNS requests.
- 13.4 Port forwarding/static NAT:
- 13.4.1 Business and Ethernet customers are entitled to use their own router and may configure their router and firewall as they wish, subject to complying with these terms and conditions.
- 13.4.2 For all residential customers and business customers who request a Giganet router, no specific port forwarding, or static NAT options are configured in the Equipment if it is capable of supporting this feature. Where the Equipment supports it, UPnP is enabled by default which helps for some network devices such as game consoles and media streamers to gain two-way access to the Internet and your LAN.
- 13.4.3 As port forwarding is usually only required for business service, Giganet makes a provision to helping set up the initial port forwarding rules for business customers who access the Service using Equipment that we have provided and where the Equipment supports this feature. Giganet then allows business customers the option to add, change or remove particular entries at a maximum of two requests per quarter. Excessive requests are chargeable at our remote configuration charge.
- 13.4.4 Giganet makes no provision to enable port forwarding on residential Equipment. It will only be supported on the Equipment at the sole discretion of Giganet. Requests to do this are chargeable at our standard remote configuration Charge.

### 14 OPTIONAL EQUIPMENT

- 14.1 Such optional Equipment may include but is not limited to Wi-Fi access points, Wi-Fi mesh, Wi-Fi extenders and network switches. Such Equipment is additional to the Equipment we provide for the purpose of providing the basic Internet Service and will be charged at Giganet's prevailing rates.
- 14.2 Where the optional Equipment includes a Wi-Fi access point, Wi-Fi mesh or a Wi-Fi extender, Giganet will allow the Customer to access the management interface of these devices. Support for this additional equipment is not included as part of the Service and changes are made at your own risk.



14.3 Any optional Equipment is provided with a manufacturer's 12-month warranty. We do not provide any support for this Equipment once it has been installed.

### 15 CHANGES AND PAYMENT

- 15.1 You are responsible for paying any Charges due for the Services and Equipment you receive from Giganet as invoiced. These Charges are payable from the day that you sign our Contract or Service activation, whichever comes first. Recurring Charges will be collected in advance, whilst one-off fees will be collected in arrears.
- 15.2 Our Charges include the following fees:
- 15.2.1 Monthly subscription fee: A recurring Charge paid monthly in advance for the provision of your monthly Service. The first payment will be pro-rated from the date of connection to the end of the calendar month. The regular billing cycle for regular Service charges is the 1st day of the calendar month.
- 15.2.2 Connection/Installation fee: This is a one-off charge, paid at the time of activating your account.
- 15.2.3 Cancellation fee: This is due if costs have already been incurred by Giganet to process your Order and you subsequently cancel your Order before the Services connection date, and is in addition to any actual costs of providing the Services. This Charge is £85+VAT plus any termination charges we might receive from our suppliers for pre-go live cancellation.
- 15.2.4 Reactivation fee: This is due if your account has been suspended for any reason and is subsequently reactivated without the need for an on-site visit. This charge is £55+VAT.
- 15.2.5 Early termination fee: This is due if you cancel your Service before the Minimum Period has been reached. This fees is the cost of the Charges due for the Services for remainder of the Minimum Period.
- 15.2.6 Abortive engineering charge: This is due if you are not available during a pre-arranged on-site survey, the installation of Service, or for the repair of Service, or if our engineer is prevented from proceeding with the arranged work because of factors within the Customer's control. This charge is £85+VAT.
- 15.3 Installation Extra Items. These include:
- 15.3.1 Labour associated to routing cables beyond a standard installation during the initial installation: £50+VAT per hour of part thereof.
- 15.3.2 Weekend, evening or public holiday installation: We can agree to install a new Service in the evening (defined as being between 17.00hrs and 23.59hrs) and the weekend (defined as being either Saturday or Sunday), or a UK public holiday as part of a special arrangement. This carries an extra charge on top of the agreed installation fee for normal-working hours installations. Unless otherwise advised, out of hours installations' carry an extra charge of £100+VAT per hour for any on-site work on top of the standard Business working hour installation rate. If it is the case that our supplier has a minimum time period allocated for weekend works this would also apply in our charges to the customer.
- 15.3.3 Additional non-standard installation items not specified on our price list: These are priced on quotation and are subject to agreement.
- 15.3.4 Service/Support Charges where outside of scope of included support: These will apply if we need to replace the router that we have provided because the Customer has damaged, factory defaulted the settings or changed the configuration in a manner which prevents it's normal and desired operation. This charge is at the cost price of the router plus £65+VAT which covers the reconfiguration, and does not cover any expedited shipping if required.
- 15.3.5 Remote configuration or support charge: This charge will apply where Customers request changes remotely to the Equipment or Service, or where the Customer requests support for the Equipment or Services we have provided which they have altered to an undesired state. Our standard remote configuration charge is £25+VAT per ¼ hour or part thereof for services provided within normal business hours with out of hours uplifts as appropriate.
- 15.4 Administration fee. An administration fee is chargeable when we are required to carry out extra work because of something that you do not do. These fees are not normally necessary, and you can take steps to avoid them. We will try to work with you to avoid additional administration fees. We may also choose to retrospectively credit an administration fee if you take steps to avoid extra work for us. Our Administration fee is £ 25 VAT on each occasion chargeable at our sole discretion. An Administration fee will be charged:
- 15.4.1 If you pay by credit or debit card and at a later date the payment is clawed back. This applies if we successfully defend the claw back or the claw back is later returned;
- 15.4.2 If you pay by Direct Debit and your payment fails;
- 15.4.3 If you cancel a Direct Debit via your bank, and don't inform us before you cancel it with your bank; or
- 15.4.4 If you pay by Direct Debit and later claw back the payment. This applies if we successfully defend the claw back or the claw back is later returned.
- 15.5 Payment Methods:
- 15.5.1 All Customers are required to set up Direct Debits as a means to pay regular invoices.



- 15.5.2 If your bank account or card details change you must notify Giganet immediately to ensure continuity of your Service and so that they are updated on our system. It is possible to change your bank account details (Direct Debit payment customers) and debit or credit card details you have provided online in your customer portal.
- 15.6 All payments shall be made in UK Pounds Sterling.
- 15.7 All invoices will be issued and held on Our website in the customer portal. You will need your username (often your E-mail address) and password in order to access the customer portal. Giganet will e-mail you to notify you when a new invoice has been issued and you are responsible for viewing and storing local copies of these invoices. If you forget your password to the end user portal, you can request to reset your password yourself by following the applicable links. Alternatively, you can request a new password from our support department within our normal Business working hours.
- 15.8 You must pay Giganet all sums due to Giganet in full and you cannot deduct or withhold any part of the sums you owe us, except as permitted by law.
- 15.9 Clawed Back Payments:
- 15.9.1 If you pay using a debit card, credit card or Direct Debit, then you have the facility to claw back or reject the payment at a later date to you bank or card provider. This happens if you request to your bank or payment card provider for a refund for any reason, such as a claim under the Direct Debit Guarantee.
- 15.9.2 There should be no reason for you to claw back or reject the payment to your bank. If you have a payment query, please contact us if we have mistakenly taken payment from you, and we will issue a refund immediately if proved to be incorrect. We will even refund to you any applicable charges you bank may have applied if applicable, up to a maximum of our Administration fee described in clause 15.4.
- 15.9.3 If you do request a claw back or rejection of payment this makes it as though the payment was never made at all, and therefore you still owe us money for the goods and services provided.
- 15.10 Interest may be charged by Giganet if you do not pay us in full by the due date. Giganet may charge you interest on any overdue payments from the date you should have paid until Giganet receives full payment of the amount you owe including full interest (whether before or after judgement) at the rate of 5% per annum.
- 15.11 Please be advised that in the event of Giganet not receiving full payment for Services provided, Giganet may suspend or terminate your Services and take any steps necessary to recover the amounts due (including any costs incurred collecting the funds owed).
- 15.12 All business service prices shown are exclusive of VAT. In any event you are liable to pay VAT on all Services provided at the prevailing rate.
- 15.13 The Charges payable may increase each year in accordance with the Consumer Price Index (CPI) which is published in January each year. We will give you at least 30 (thirty) days' notice of such change.

# 16 SERVICE INTERRUPTIONS

- 16.1 We will take all reasonable measures to rectify any interruptions in the Services. However, we cannot be held responsible or liable for disruptions, delay or failure in the performance of our obligations caused by matters beyond our reasonable control including but not limited to hurricanes, tornadoes, storms, wars, strikes, floods, wild fires, natural disasters or other acts of God, third parties where our Equipment is installed on their land or property and mains power fails, wireless interference, the failure of Giganet's providers, or the failure of the internet generally (where other ISP's are adversely affected).
- 16.2 We may need to make changes to our network or the technical specification of the Service or may need to suspend provision of the Services for operational or technical reasons. We will use all reasonable endeavours to notify you in advance of such changes or suspension if it materially affects your Services. We will do everything which is reasonably in our power to minimise the effect of these disruptions on you.
- 16.3 Due to the shared use of networks and factors outside our control such as access to third party content and services, your Service availability and speed may vary from time to time. In addition, the actual speed and Service that you experience can be affected by a number of variable factors including your router positioning, wall thickness and construction, size of rooms, presence of metal piping, electrical devices, fish tanks and other dense objects and the capabilities of the devices which are using the WiFi.
- 16.4 Our engineers will recommend the optimal location for routers. If you wish to have the router located in a substantially different location, then we give no guarantees regarding the performance of the router. For example, the router should not be located on a windowsill, behind a TV or at the edge of a building where wi-fi services are required at another edge of the building.
- 16.5 Power based wi-fi extenders can provide a limited solution for distant rooms, however we do not provide any recommendations or guarantees regarding speeds or services routed through such equipment. Large properties



- that require best internet speeds throughout should receive a professional service form a responsible IT provider to survey and recommend internal equipment to extend performance adequately.
- 16.6 We are committed to providing you with a Service that has as few disruptions as possible. In the unlikely event that you experience a total loss of Service caused by factors within our control for more than five (5) consecutive days, you'll be compensated for each day's disruption (including the first five (5) days) by a Service Credit towards your monthly service fee equivalent to the amount you would have paid for Service on those days subject to the limitations in clause 16.4.
- 16.7 Giganet is not liable to pay Service Credits or otherwise:
- 16.7.1 For any interruptions caused by matters beyond our reasonable control as defined in clause 16.1;
- 16.7.2 If Giganet is not provided with a named onsite contact for the duration of a fault in the case of faults affecting Equipment at the Customer's Property, in which case the time to resolve a fault can be extended;
- 16.7.3 If the fault relates to any faulty Equipment that is situated in or on your Property or land, where suitable access is not provided to allow us to repair/replace the faulty Equipment, or where access is not provided to us within the next two working days following the report of the fault;
- 16.7.4 If the fault which has caused the Service interruption occurred due to the Customer's negligence or breach of this Contract;
- 16.7.5 If the fault is not related to Equipment or the Service that we have provided; or
- 16.7.6 If you are in breach any of our Contract, including but not limited to non-payment or for using the Services in breach of our Fair and Acceptable Usage Policy.
- 16.8 You must request Service Credits in writing to us within thirty (30) calendar days of the service outage to qualify.
- 16.9 If we reasonably believe that you are using the Services in breach of your obligations, including use of the Services in breach of the Fair and Acceptable Usage Policy, we may without liability or further notice suspend Services or in certain circumstances terminate your Contract.

### 17 SERVICE LEVELS

- 17.1 Giganet agree to provide the Services in accordance with its provider's service levels.
- 17.2 Giganet shall be permitted to vary its providers' service level agreement upon twenty (20) days prior written notice to the Customer.
- 17.3 In addition, Giganet offers the following Service Levels on its core network comprising any network infrastructure owned and operated by Giganet. In relation to the Service, there will be:
- 17.3.1 Less than 20m/s latency;
- 17.3.2 Less than 1% packet loss; and
- 17.3.3 Less than 10m/s jitter for 99.9% of the time.
- 17.4 Giganet retains the right not to pass on to the Customer any benefits of its services levels it has agreed with its providers relating to Service Credits where the cost of administering the credits, in Giganet's reasonable opinion, is disproportionate to the credit received.
- 17.5 The performance of the Service and times experienced will depend on a range of factors, including but not limited to contention ratio, atmospheric conditions, interference, bandwidth, network congestion and Internet congestion.

### 18 COOLING OFF PERIOD

- 18.1 If you change your mind and decide you would like to terminate your Contract, provided you give us written notice to do so (by e-mail or post) within a 'cooling off period' which begins on the date of your order and lasts for thirty (14) calendar days.
- 18.2 The cooling off period is not available for Business Ethernet customers, Giganet Flex or other connections with non-standard installation charges that are greater than £200+VAT.
- 18.3 Where you terminate this Contract within the cooling off period, you must pay all Charges incurred during this first 14 days including any installation Charges or Service charges. You won't be subject to the early termination fee set out in clause 15.2.6.
- 18.4 Any Equipment provided as part of the Service remains our property and we reserve the right to recover this Equipment. You must allow us suitable access to recover this Equipment within a timely fashion, no later than 2 weeks after your notice of cancellation.



### 19 MINIMUM PERIOD

- 19.1 Our standard Minimum Period of Services we provide to business customers is thirty six (36) months from date of connection.
- 19.2 Sometimes our Minimum Period may be different, and this will be indicated on your Order form or Contract.
- 19.3 If the Minimum Period is not listed on the Order form, the standard minimum period of thirty six (36) months shall apply from date of connection.

### 20 TERMINATION

- 20.1 Notice period
- 20.1.1 Business customers who employ more than ten (10) employees are required to give sixty (60) days' notice but not more than one hundred and twenty (120) days written notice (by e-mail or post) before the end of the Minimum Period. If no written notice has been provided, then the Contract will roll over automatically to a new Minimum Period equal to the initial Minimum Period.
- 20.1.2 Business customers with fewer than ten (10) employees are required to give us at least thirty (30) days written (by e-mail or post) termination notice.
- 20.2 Early Termination Fee:
- 20.2.1 Should you decide to cancel your Service within the Minimum Period, or where your Services have been terminated by us for breach of contract within the Minimum Period, you will have to pay for the remaining Charges until the end of the current Minimum Period as if you remained a customer during such period. These Charges will be invoiced as a single Charge and are payable in accordance with clause 15.8.
- 20.3 We may terminate your Contract or suspend all or part of your Service without notice if:
- 20.3.1 You or others are in breach of our Fair and Acceptable Usage Policy;
- 20.3.2 Giganet is required to do so by a government or regulatory authority or to comply with applicable law;
- 20.3.3 You otherwise breach the terms of our Contract;
- 20.3.4 You are persistently abusive or make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally or inappropriate towards our staff or contractors or network equipment;
- 20.3.5 You do not pay us in full, by the due date, any money you owe us;
- 20.3.6 If Giganet is unable to provide the Service to the Property by the expected connection date for any reason (including where the Customer does not provide Giganet with access to carry out an installation);
- 20.3.7 where You delay necessary or pre-arranged maintenance or prevent it from being carried out;
- 20.3.8 where You are suspected, in Giganet's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Services; or
- 20.3.9 where Your credit limit is exceeded associated with the Services or other services provided by Giganet.
- 20.4 Either party may terminate your Contract by giving each other thirty (30) days written notice to the other:
- 20.4.1 If there has been a material breach of these terms by the other party and this isn't rectified within thirty (30) days of a written notice notifying of the breach;
- 20.4.2 If an event outside our reasonable control prevents us providing the Services for more than thirty (30) days;
- 20.4.3 If the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or makes an application to a court of competent jurisdiction for protection from its creditors generally, or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction;
- 20.4.4 by Giganet only, without cause, after any initial Minimum Period.
- 20.5 If Giganet justifiably suspends or terminates your Service (other than where it does so without cause), all Charges for your Service will remain payable by you notwithstanding such suspension or termination.

# 21 MOVING

21.1 If you are moving to a new address that is included in our network area, the Services will simply be moved to your new address, but a new connection fee will need to be paid in most cases.



# 22 YOUR OBLIGATIONS

- 22.1 You agree that you will comply fully with your obligations under our Contract, and at all times, without limitation will:
- 22.1.1 Provide accurate information to Giganet (especially during the ordering process) and ensure that this information is always kept up to date and accurate;
- 22.1.2 Ensure that your equipment and software complies with all applicable laws and standards, is compatible with our Equipment and that you have any necessary licenses before you use it to connect to the Giganet network;
- 22.1.3 Comply with any reasonable instructions Giganet gives you; and
- 22.1.4 Indemnify Giganet against all losses, liabilities, costs (including legal costs) and expenses which Giganet may incur as a result of any third-party claims against Giganet in connection with your misuse of the Services or breach of our Contract.
- 22.2 All amounts due to Giganet shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against Giganet in order to justify withholding payment of any such amount in whole or in part.
- 22.3 From time to time, Giganet may (without notice to you) review, record or check your use of Giganet's Services where necessary to ensure compliance with any laws or regulations or where ordered to do so by any court or other body or authority with the power to require such monitoring and for our own internal purposes to ensure compliance with these Terms and our Fair and Acceptable Usage Policy.

### 23 LIABILITY

- 23.1 Giganet does not exclude or limit liability for death or personal injury arising from its own negligence or for any other matter which it is unable to exclude liability for under applicable law.
- 23.2 Subject to clause 23.1, Giganet shall not in any event be liable to You for any:
- 23.2.1 loss of business, profits, revenue, goodwill or anticipated savings;
- 23.2.2 loss of or corruption of data whether sustained by You or any other party;
- 23.2.3 indirect, consequential, incidental or special damages, whether arising in tort (including negligence), breach of contract or breach of statutory duty and regardless of whether such costs, liabilities or losses were foreseeable.
- 23.3 Subject to clauses 23.1, 23.2, and 23.4, Giganet's maximum aggregate liability to You for physical damage to property whether caused by tort (including negligence), breach of contract, misrepresentation or breach of statutory duty shall not exceed £50,000 in respect of any one incident or series of connected incidents.
- 23.4 Subject to clauses 23.1, 23.2, and 23.3, Giganet's maximum aggregate liability under this Contract whether arising due to tort (including negligence), breach of contract, misrepresentation or any other legal liability in connection with or related to the subject matter of this Contract shall in no circumstances exceed to the higher of 125% of the amount of Charges paid by You to Giganet in accordance with this Contract, or £1,000.
- 23.5 The Customer acknowledges and accepts that it is not relying on any warranty, condition or representative not contained within this Contract. Unless expressly provided in this Contract, all warranties, conditions, undertakings or other terms implied by statute or common law, are excluded to the fullest extent permitted by law.

# 24 CONFIDENTIALITY

- 24.1 Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the disclosing party, directly or indirectly, to use or authorise or permit the use of or disclose, exploit, copy or modify any Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.
- 24.2 Each party undertakes to disclose Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement, and to procure that such officers, employees, agents and contractors are made aware of and observe the confidentiality obligations in this clause 24.
- 24.3 Upon the earlier of a written request from the disclosing party, or the termination or expiry of this Agreement for any reason, the receiving party shall return any and all Confidential Information of the disclosing party then in its possession or control and will not retain any copies of the same.



- 24.4 The receiving party shall immediately upon becoming aware of the same give notice to the disclosing party of any unauthorised disclosure, misuse, theft or other loss of Confidential Information, whether inadvertent or otherwise.
- 24.5 The terms of and obligations imposed by this clause 24 shall survive the termination or expiry of this Agreement but shall not apply to any Confidential Information which:
- 24.6 at the time of receipt by the receiving party is in the public domain;
- 24.6.1 subsequently comes into the public domain through no fault of the receiving party, its officers, employees, agents or contractors;
- 24.6.2 is lawfully received by the receiving party from a third party on an unrestricted basis;
- 24.6.3 is already known to the receiving party before receipt hereunder; or
- 24.6.4 is independently developed by the receiving party or its employees, agents or contractors.
- 24.7 The receiving party may disclose Confidential Information as may be required by law, regulation or order of a competent authority, provided that, to the extent practicable in the circumstances, the disclosing party is in each case given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

## 25 INTELLECTUAL PROPERTY

- 25.1 Intellectual property rights in all software (in whatever form) and materials we provide you with in connection with the Service or Equipment will remain our property, or the property of the person who has granted us a licence for that software or materials (our licensors).
- 25.2 We will grant you a non-exclusive licence to use the software and materials for the purpose of using the Service or Equipment and for no other purpose. You cannot transfer the licence.
- 25.3 You agree to comply with our licensor's terms and conditions relating to your use of the software which we make available to you.
- 25.4 You must treat the materials and software as confidential information and when the Contract ends, for whatever reason, immediately return all copies of the materials and software to us and delete any copies from any computer, device or clous service on which such information is stored.
- 25.5 You must not:
- 25.5.1 reproduce the software, except for archiving or backup purposes (and in those circumstances you must make sure that each copy contains all of the original software's proprietary notices);
- 25.5.2 adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the law allows this); or
- 25.5.3 create work derived from or based on any of the software or any document accompanying it.

### 26 PERSONAL DATA

- 26.1 For the purpose of this clause the terms "controller", "data processor", "personal data" and "processing" have the meaning set out in data protection legislation. "Data protection legislation" means any applicable law relating to the processing, privacy and use of personal data, as applicable to the data controller, the data processor or the service, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing UK GDPR or the ePrivacy directive and the GDPR. "e-Privacy directive" means the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 as implemented into United Kingdom law, "model contract clauses" means the standard clauses approved by the European Union or the UKs ICO for use when personal data is transferred outside of the European Economic Area and "UK GDPR" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 as transposed into United Kingdom law.
- 26.2 As the Customer, you will be the 'data controller' of the personal data that is provided to Giganet for processing under this Contract and Giganet will act as a 'data processor' on Your behalf.
- 26.3 Under this Contract, You will be responsible for:



- 26.3.1 complying with all data protection legislation in respect of your use of our Services, your processing of the personal data and any processing instructions you give us;
- 26.3.2 ensuring you have the right to collect, provide access to or transfer the personal data to us for processing under this Contract; and
- 26.3.3 ensuring that you will not disclose (or permit any data subject to disclose) any special categories of data to us for processing.

Giganet will process the personal data to the extent necessary to provide the Services and in accordance with the Customer's reasonable instructions (including the reasonable instructions of any users accessing the service on your behalf) as set out in this Contract or otherwise in writing, and in doing so we will comply with the data protection legislation.

- 26.4 Giganet will ensure that any of our personnel authorised to process the personal data will be subject to a duty of confidentiality.
- 26.5 Giganet will take the following security measures:
- 26.5.1 implement appropriate technical and organisational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a data breach).
- 26.5.2 Upon becoming aware of a data breach, notify you without undue delay.
- 26.5.3 Giganet will make reasonable efforts to identify the cause of the data breach and to take such steps as Giganet deems necessary and reasonable to mitigate the effects of such data breach, to the extent that such steps are within Giganet's reasonable control.
- 26.6 Giganet will make reasonable efforts to provide such information as the Customer may reasonably require to enable the Customer to fulfil any data breach reporting obligations under UK GDPR.
- 26.7 The Customer agrees that Giganet may engage our group companies and third party sub-processors (collectively sub-processors) to process personal data on Giganet's behalf, provided that:
- 26.7.1 Giganet maintains an up-to-date list of sub-processors which will be available on request;
- 26.7.2 Giganet imposes on such sub-processors data protection terms that require them to protect the personal data to the standard required by data protection legislation; and
- 26.7.3 Giganet remains liable for any breach of the data protection legislation caused by our sub-processor when processing personal data under this Contract.
- 26.8 Giganet will not process or otherwise transfer any personal data outside the United Kingdom or the European Economic Area or to any international organisations unless it has appropriate assurances from that third party that the personal data will only be processed in compliance with data protection legislation (which will be satisfied and evidenced by us entering into a contract with that third party which contains the model contract clauses).
- 26.9 Taking into account the nature of the processing and information available to Giganet, we will provide reasonable assistance to You to allow you to comply with your obligations in relation to: (i) security measures; (ii) notifying data breaches; and (ii) data privacy assessments.
- 26.10 Giganet will be entitled to recover its reasonable costs of providing such assistance to the Customer.
- 26.11 Giganet will make available all information reasonably requested by the Customer in writing to demonstrate our compliance with the obligations set out in this clause, and Giganet will contribute to audits, including inspections, to verify compliance with such obligations conducted by you or an independent third-party auditor acting under the Customer's direction. Such audits or inspections may take place no more than once per calendar year and will be at the Customer's cost. The Customer will give us not less than 30 days' prior written notice of any such audit or inspection, and such audit or inspection which will be carried out during our normal working hours with minimal disruption to Giganet's business.
- 26.12 Upon expiry or termination of this Contract, Giganet will, at the Customer's request, delete or return to the Customer the personal data processed under this Contract, unless storage is required by law.
- 26.13 The Customer acknowledges that Giganet may be required under applicable laws and regulations to co-operate with and disclose personal and other data regarding the Customer or its employees and agents to governmental bodies and/or authorities.
- 26.14 The Customer acknowledges that Giganet may record calls to and from its customer service centre (including marketing calls) to help with training and to prevent identity fraud.

# 27 CHANGES

27.1 Giganet may need to change our Contract, including the Charges at any time.



- 27.2 If we increase the Charges for elements of the Service you are using, or change the Contract to your significant disadvantage, we will give you thirty (30) days' notice in writing before the changes apply.
- 27.3 For any changes to our Contract that we may need to make for legal or regulatory purposes, we may not be able to provide thirty (30) days' notice, but we will endeavour to provide notice as soon as possible.
- 27.4 Changes will be posted on Our website and notifications sent to you by e-mail.
- 27.5 Changes will come into effect on the date of publication and your continued use of the Service is deemed as your acceptance of these terms including any changes and variations.

### 28 CONTACTING US

- 28.1 You may contact us for anything to do with your Giganet account including but not limited to account enquiries, billing, sales, customer services, technical support, complaints, by a number of means. We prefer where possible that you contact us using the methods detailed on Our website. On our website we provide a contact page which provides a number of methods for contacting us dependant on your enquiry. As these website links can change from time to time, we recommended that you browse to our main website page and navigate from there.
- 28.2 If you need to contact us by telephone, please call us on 0330 311 6555. Live telephone-based staff are not available 24x7 for all customers. Please check our website under the Contact section for further details on availability.
- 28.3 If you need to post anything to us, please use the following address: Giganet Limited, Forum 4, 3 Parkway, Whiteley, Fareham PO15 7FH. You will be required to cover your own postage costs as we will not compensate for these. For this reason, we recommend that where possible you contact us using the contact forms on our website which are free of charge and do not impact the environment.

## 29 GENERAL

- 29.1 This Contract with its rights, benefits and obligations under it may not be assigned or sub-contracted (either in whole or in part) by the Customer without the prior written consent of Giganet, which shall not be unreasonably withheld. Giganet shall be entitled to sub-contract or assign or novate all rights, benefits and obligations under it in whole or in part without the Customer's consent.
- 29.2 This Contract represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and representations, whether written or oral and unless otherwise stated in this Contract.
- 29.3 Failure by either party to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operate to prevent the exercise or enforcement thereof or of any other right on any later occasion.
- 29.4 Any notice, invoice or other document to be given under this Contract may be given by either party only by posting, or via e-mail to the other party at the address notified by such other party as the address to which notices, invoices and other documents may be sent.
- 29.5 Save as set out in clauses 27, this Contract may not be modified or amended except by way of a formal amendment signed by the authorised representatives of each party.
- 29.6 Clauses 1, 4, 6, 10, 15, 20, 23, 24, 25, 26, 28, 29 together with any other terms which by their nature should survive termination shall survive termination or expiry of this Contract.
- 29.7 Any provisions of this Contract which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of this Contract which shall continue unaffected.
- 29.8 This Contract shall be governed by and construed and interpreted in Giganet accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.
- 29.9 We are fully committed to dealing with all complaints, fully and fairly, and within a reasonable time. If you'd like to find out how we deal with complaints, please see our Complaints Code on our website or phone our Customer Service team on 0330 333 3006.

Last updated 14-Jan-2022