

## TERMS FOR THE PROVISION AND USE OF CROMARTY FIRTH WIRELESS BROADBAND SERVICE

1. By using the service you accept these terms. We may change the terms upon giving one months' notice by reasonable means, e.g. via our website, social media or email. Continued use of the service acknowledges acceptance of the amended terms.

2. As a customer the equipment we use at your premises will become yours when you pay for installation. It comes with a one year warranty but as long as you don't modify or damage it we will make reasonable efforts to assist you in using it throughout its useful life while you remain a customer.

3. You will pay by Direct Debit monthly in advance for service. You will pay for installation when completed and within 14 days of presentation of invoice. If you cancel your Direct Debit we will stop providing service. If you don't pay on time we can suspend service or add interest at 2% over Bank of Scotland base rate.

4. If you are customer outside of the Broadband UK (BDUK) scheme subsidy then you commit only to a month-by-month contract, i.e. you can cancel at any time by giving one month's written notice. If you are customer using the BDUK subsidy scheme then according to their rules you commit initially to a one year contract and after that time a month-by-month contract.

5. If you are a customer using the BDUK scheme you will be required to make a declaration that the new service has been installed and performing as expected within 28 days of receiving their email or you may become liable for the value of the voucher.

6. We can change our pricing with one month notice, except for those customers on the BDUK subsidy scheme for which fixed pricing will apply for the first 12 months. You can give us written notice to cancel within the notice period.

7. We can cancel if you do not pay or do what you have agreed or if you become bankrupt or unable to pay your debts. If we cancel you will pay for services up to the point of cancellation.

8 We will make reasonable efforts to provide service, but we cannot guarantee this as a rural internet service lacking in backup and redundancy. We are not responsible for faults caused by things that you do or don't do or outside our reasonable control, such as power supplies or third party suppliers.

9. Where we know in advance there is going to be a service interruption we will make reasonable efforts to contact you in advance, e.g. via a

website announcement, social media or email. If there is a prolonged outage (more than 48 hours) that is within our reasonable control, we will credit your account in some way (either by reduced charges or delaying the Direct Debit).

10. You will not use the service in a way that is unlawful.

11. We will handle your personal data in accordance with legal requirements and use it only for running the service, e.g. we will not use it for third party marketing or share it with others, and we will take reasonable precautions to retain it confidentially. You acknowledge that we may send you information about other directly associated services, e.g. internet phone services. We may retain your personal communication data, if required, to meet UK law.

12. You will give us the access we need for any installation or rectification or regular maintenance. We will try to give you reasonable notice except in urgent/emergency cases.

13. Your router is supplied pre-configured and network management by us is enabled to allow us to provide support, maintenance and upgrades without allowing us access to your network and data. You can switch off this feature, but it will reduce the level of support we can provide. You can make changes to the supplied router, but if your changes affect the service and cause us expense to rectify we will charge you. If we ask you to update your router then you will do so promptly or otherwise accept that the service may not continue to work.

14. Our liability is limited in the first year to the installation charges and 12 months' service charges and after that to 1 months' service charges. We are not liable for consequential or indirect loss or damage.

15. We will use reasonable care in installation but you accept that there will be some impact and that we are not responsible for making good to decor.

16. The service is billed as unlimited usage but as you are sharing the network with other customers we reserve the right to impose limits on extremely heavy users.

17. Scottish law applies to these terms and the Scottish courts will decide on disputes.

The above agreed and accepted:

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
Signature of Customer

Service address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date