

Product Schedule: Broadband – Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to Broadband and sets out terms and conditions which are specific to the provision of such service. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.

2. **Broadband Services:** Where the Customer has contracted for broadband services as part of the Fixed Services, the following provisions shall apply:

2.1. **Broadband Service:** The broadband service provides access to the internet via the nominated service point at a maximum speed as indicated in the Product Agreement for the selected package. Effective speeds will be lower than the maximum speed depending on the Customer's location and the quality of the service to their premises. An estimated speed can be provided prior to connection of the service, however failure to achieve that speed does not give grounds for termination of the service. Should it not be possible to provide broadband service to the Customer's location then Arrow reserves the right to inform the Customer and cancel the Purchase Order / relevant part of the Product Agreement at no cost to the Customer. By placing an order for broadband services with Arrow the Customer acknowledges that it is not possible for Arrow to provide a fault or interruption-free service, and that from time to time their internet connection may be interrupted or suspended due to faults or maintenance or other outage reasons. The service may come with either dynamic or static IP addresses and, as indicated in the Product Agreement, and additional IP addresses may be subscribed for at additional cost. The broadband services provided by Arrow do not include the provision of email, web space or domain name services.

2.2. **Provision of Service:** Services will be provided either exclusively through a copper or fibre line, or a combination of both. Such delivery shall be product dependent and shall terminate at the Customer's premises.

For services provided over an analogue phone line, Arrow provides broadband services only via an Arrow managed analogue telephone line. If there is currently a broadband service being provided via that telephone line, then the new service will cause an automatic termination of the existing one and the Customer is responsible for any termination fees from the current provider that shall apply.

Service provision is subject to distance limitations and site survey and in some circumstances the technical limitations may not become apparent until after the services have been installed and are working and in some circumstances the services may have to be withdrawn.

Arrow reserves the right to reject an order for the provision of services if it reasonably determines that degradation to the services is occurring or may occur in a specific geographical area. The Customer, or their approved third party, is responsible for any configuration changes and associated costs that are required to enable their equipment to work in conjunction with the service.

2.3. **Required Equipment:** Arrow will, if required, supply the necessary router and micro-filter (if required) for connection of the service at the premises, as specified in the Product Agreement. Should the Customer elect not to use the supplied router then Arrow will be unable to provide support in the event of a fault on the service. The Customer is responsible for connecting the router and any configuration work required to use the service as well as the provision of any additional cabling or IT equipment to connect or use the service. Arrow can provide these services at an additional cost, if requested by the Customer.

- 2.4. Duration of Service:** In the event of cessation of a broadband service within the initial term as defined in the Product Agreement, the Customer will be liable for a termination fee of all monthly recurring charges associated with that service up to the end of that and also a static one-off cancellation charge. In addition, any waived installation costs and the cost of the router shall be charged in full in addition to the service cessation fee as per Arrow's current price lists.
- 2.5. Changes to Service:** The Customer is entitled to request a change to the package to which they are subscribed by notification to Arrow. If technically possible, this change will normally take effect within 10 days. However, the Customer is not entitled to change to a lower-cost package within the initial 12 months of connection to the Service. In the event of the Customer requiring a change of address, this can be achieved on request to Arrow, provided that it is possible for Arrow to provide service to the new premises and that sufficient notice has been given to Arrow to complete the order in the relevant timeframe. Arrow cannot be held responsible for any issues resulting from the Network provider re-locating a DSLAM as this may affect some of the existing Services.
- 2.6. Service Access:** Depending on the chosen package Arrow may provide the Customer with a username and password to access the service. The Customer is required to keep the username and password confidential, and must notify Arrow if they believe this information has become known to a third party. Arrow reserves the right to change the username and password as may be required from time to time.
- 2.7. Use of Service:** The Customer is required to use the service in accordance with Arrow's Acceptable Usage Policy as amended from time to time. The Customer hereby warrants that they shall not use the service for the transmission or downloading of a virus, unsolicited email or other offensive or illegal material.
- 2.8. Suspension of Service:** Arrow reserves the right to suspend or terminate the service in accordance with the provisions of the Arrow standard terms and conditions.
- 2.9. Fair Usage:** Arrow broadband services are provided under a 'fair-usage' basis – in the event that the Customer's usage of a broadband service is considered excessive, then Arrow may suspend or reduce the effective throughput of the service.
- 2.10. Chargeable Usage:** Arrow may charge for data downloaded over and above a set amount as defined in the Product Agreement for the package selected. The charges for this data downloaded are indicated in the Product Agreement or in Arrow's current standard price lists from time to time.
- 2.11. IP Addresses:** The service will be provided with 1 static IP address. Additional IP addresses are available subject to completion of a business case justification process. The internet access services provided by Arrow do not include the provision of email, web space or domain name services. If Arrow is not able to approve the number of IP addresses requested by the Customer for the relevant Service, or if Arrow is not able to obtain approval from RIPE NCC for such IP addresses, Arrow shall be entitled to supply a smaller number of IP addresses for use on this service, reject the order, or cancel the agreement. The Customer is not permitted to cancel the service due to a failure of Arrow to provide the requested number of IP addresses.
- 2.12.** The Customer shall not, under this Product Schedule, acquire any right, title or interest in any Numbers or IP Addresses. Arrow reserves the right to modify any telephone numbers or IP Addresses allocated or introduce additional codes if this is required for operational or technical reasons or by a Network Operator or government authority. For the purpose of this Product Schedule, "Numbers" means a telephone number used for receiving the Services, whether or not allocated by Arrow.
- 3. Early Termination:** If the Customer attempts to terminate this Product Agreement during the term of the Product Agreement, Arrow reserves the right to invoice the Customer for an early termination charge, made up of line rental or service charges up to the end of the Term, or 12 months after a broadband service was initially connected to the Network (whichever is the greater);
- 1) Any costs incurred by Arrow to reprogram the router and/or connect the service;
 - 2) The costs of any equipment supplied to provide the service not returned to Arrow in good condition within 14 days of the date of termination.

4. **Changes to the Agreement for Consumers:** The provisions of this paragraph 4 apply where the Customer is entering into the Product Agreement as a Consumer, this being an organisation of 10 employees or less. Where this paragraph 4 applies, the following changes shall be deemed to have been made to the standard Terms and Conditions:

4.1 The definitions of “Customer Group”, “User” and “User Details” shall be deleted, and Clauses 2.6, 4.10 and 13.3 shall not apply. This clause will only apply where the Consumer consists of an individual entering into the Product Agreement in a personal capacity and is purchasing the Services for his or her own personal use, and in no other circumstances.

4.2 Clause 3.3 shall be replaced with the following:

“3.3 Time of supply: The desired commencement date for the supply or completion of any Services or the delivery of any Equipment is the date (if any) specified in the relevant Product Agreement (or Purchase Order, as the case may be). Arrow shall use its reasonable endeavours to supply the Equipment ordered by the desired commencement date. The Customer acknowledges that the supply of Equipment is subject to availability.”

4.3 Clause 12.1 shall be replaced with the following:

“12.1 Data Protection: The Customer hereby consents to the use by Arrow of such personal data as the Customer provides to Arrow, for the purposes of (i) administering this Agreement (including where relevant the passing of personal data, including any relevant Number, to Arrow’s subcontractors for the purposes of providing support), and (ii) sending marketing communications to the Customer in relation to new products or services that Arrow may provide in future. Arrow will use such information in accordance with its Data Protection Policy (a copy of which is available on request).”

4.4 Clause 14.1 shall be replaced with the following:

“**14.1 Limitation of Liability:** Neither party limits its Liability (i) for death or personal injury caused by its negligence, (ii) for fraud, or (iii) to the extent that such Liability cannot be excluded or limited by applicable law, including any statutory rights that the Customer may have as a consumer.”

4.5 The following sentence shall be added to the end of Clause 13.2:

“Save as set out above, Arrow shall use its reasonable endeavours to provide the Services with reasonable skill and care and in accordance with terms of the relevant Product Agreement.”

4.6 Clauses 14.3 and 14.4 shall be replaced with the following:

“14.3 **Other liability:** Subject to Clauses 14.1, 14.2 and 14.4, Arrow’s aggregate Liability under or in connection with any Product Agreement in any Year shall not exceed the Charges paid or payable under such Product Agreement in such Year.

14.4 **Third parties:** Subject to Clause 14.1, in no circumstance will Arrow be liable to any party other than the Customer, nor shall Arrow be liable for any Losses suffered by any third party.”

The Customer has the right to cancel a Product Agreement within 14 days of signature without giving any reason, except where the provision of the Service has been fully performed by Arrow. Additionally, the Customer has the right to cancel any item of hardware ordered through Arrow within 14 days of receipt of the item. Arrow reserves the right to recover such costs, up to the total value of the item in question that may have been incurred through the value of the goods having been diminished as a result of handling by the Customer.

4.7 Clause 4.3 shall be replaced with the following:

“**4.3 Price Changes:** Arrow will use its reasonable endeavours to ensure that the Charges remain competitive and reflect any increase in business volume. Arrow may change the Charges to reflect any increase in the amount it is charged by the relevant Infrastructure Provider by giving the Customer a minimum of 30 calendar day’s written notice. Where there has been an increase in the Customer’s fixed recurring charges the Customer may exit the contract without penalty.

5. Next Generation Access specific provisions

- 5.1. The Customer will provide written confirmation to Arrow that it will be activating the Next Generation Access broadband service and agrees that all relevant legacy broadband services will cease following the transition to Next Generation Access.
- 5.2. In the event that the Customer is utilizing voice services and wishes to retain its associated number(s), it must notify Arrow no more than 3 days prior to the date of activation of the Next Generation Access transition of: (1) how it wishes to transition to the hosted platform and the porting of the relevant number(s) and (2) the relevant supplier to carry out such transition ("Porting Request").
- 5.3. If a Porting Request is not made within the relevant timelines under this clause 5, Arrow (or such other third party as may be applicable) cannot provide assurance that the number(s) will be ported simultaneously with the Next Generation Access activation and such number(s) may no longer be available to the Customer.
- 5.4. In the event that Arrow is engaged to transition and port the above number(s) under the Porting Request, the Customer must provide all relevant documentation and assistance to Arrow, no later than 3 days following the Next Generation Access activation date and acknowledges and agrees that failure to provide such information may result in the loss of the relevant number(s). Arrow will not be liable for the loss of such number(s) due to the Customer's negligence or its failure to provide any relevant information to Arrow required for such porting of number(s) in accordance with the relevant time periods.
- 5.5. In the event that the Customer engages a third-party supplier to transition and port the relevant number(s) under the Porting Request, and either: (1) the Customer fails to provide the relevant information to the third party supplier within 5 working days from the Next Generation Access activation date or (2) the third party supplier fails to port the number(s) within 10 working days from the Next Generation Access activation date, the Customer must seek redress from the third party supplier and under no circumstances will Arrow be liable for the loss of the associated number(s).
- 5.6. In the event of excess construction charges applying to the customer order then the Customer shall have the right to cancel the order without penalty, within 5 working days of receiving notification from Arrow of the applicable excess construction charges. If the Customer does not cancel the order within this timeframe, then they shall be deemed to have accepted the excess construction charges and the services provided by Arrow.