

Fibrus Residential Customer Terms of Service

Welcome to our Terms of Service for Residential customers who have purchased our installation, broadband and/or telephone services. Please take time to read them as they contain important information about the services, we are providing you with. If you purchase any of our services, you are agreeing to all the terms and conditions set out below and they become part of a legal agreement (or “contract”) between Fibrus and you.

Some of the words we use in this document have a particular meaning (we have given the first letter of these words a capital letter). If their meaning is not explained where we have used them, they may be explained at the end of this document in Clause 21 (“Definition of the Words Used in these Terms”).

1. ABOUT US

Fibrus Ltd (“Fibrus”) is an internet service provider (“ISP”). We are a limited company registered in Northern Ireland, company number NI655901. Fibrus is regulated in the UK by Ofcom. Fibrus is a member of the UK Internet Service Providers Association (“ISPA”) and Ombudsman Service.

2. THESE TERMS OF SERVICE

2.1 These Residential Customer Terms of Service (“Terms”) are part of your legally binding Residential Customer Service Agreement (“Agreement”) with us. The other documents which are part of this Agreement are listed below in Clause 2.6. The Agreement sets out the terms and conditions for our supplying you with any of the following services: our Installation-only Service; Internet Service; Telephone Service; or any Additional Service (we refer to all these as “Services”).

2.2 The Service we provide you with may include (depending on the package you choose in your Order): internet access using our 100Mb Fibre Broadband, 300Mb Fibre Broadband, 1000Mb Fibre Broadband, a Fibrus Smart Home Hub; maintenance and support services; our Telephone Service and any Additional Services we’ve agreed to provide you with.

2.3 Our Telephone Service may not offer all the features you expect from a traditional phone line as it works via your broadband connection as opposed to via a fixed wire and is dependent on your connection to our Network and our Network being available. The Telephone Service may sometimes be unavailable due to factors over which we have no control. This includes power disruptions and failures in our Network. It is important that you understand and agree this before signing up for the Telephone Service.

2.4 Our Telephone Service allows calls to the emergency services numbers 999/112 but calls to these services will fail if there is a power cut or if your Internet Service fails. You must explain this to anyone who may use our Telephone Service. You understand and accept that you should always have another way to call 999/112 emergency services (whether by using the existing copper wire phone line to your Home or another alternative). If the mobile telephone signal at your Home is unreliable (you should regularly check if this is the case) and/or you depend on your copper fixed line

telephone, if you have not already told us about this, you should contact Customer Support.

2.5 You can find more details about how these Terms become legally binding on you under Clause 3 (“Placing an Order”) and about our Telephone Service below under Clause 12 (“Special Provisions Relating to the Telephone Service”).

2.6 Your Agreement with us is made up of the following documents and includes any other document we refer to in them.

- (i) These Terms;
- (ii) Any Order that you make, as set out in your Order Confirmation;
- (iii) Our Charges and Fees for Residential Customers;
- (iv) Our Privacy and Cookie Policy; and
- (iv) Our Acceptable Usage Policy.
- (v) Our Website Terms and Conditions

If any of these documents contradict each other, a document higher up on this list takes priority. However, if there’s a difference about pricing between these Terms, your Order Confirmation and the Charges and Fees for Residential Customers, then the information set out in the Order Confirmation should be followed in priority to the Charges and Fees for Residential Customers, which in turn should be followed in priority to these Terms. In the same way, the terms of any promotion relating to your Order (as set out in your Order Confirmation), take priority over these Terms, as far as they differ from or contradict them. These Terms apply to your contract with us to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by practice or course of dealing.

2.7 In these Terms all references to “we”, “us” or “our” are references to Fibrus and all references to “you”, “Customer” and “your” are references to you, our Customer.

2.8 The Services and Equipment we provide to you under these Terms must not be used for business purposes except for Home Working.

3. PLACING AN ORDER

3.1 You can order our Services:

- (i) on our Website (by clicking on the package you would like to purchase, selecting “Switch to Fibrus”, and following the instructions);
- (ii) by calling Customer Support and placing an Order by phone - Customer Support will ask you certain questions to check whether you might be able to receive our Services and, if so, take your order details over the phone. We record these calls as part of the order process
- (iii) by filling in and submitting an electronic form with one of our door to door sales team

3.2 If you place an Order as set out in Clause 3.1, this means that you accept these Terms and creates the legally binding Agreement between you and us, incorporating all the documents set out in Clause 2.6. When you place your Order, you become legally bound under the Agreement:

- (i) by ticking the box next to ‘I accept the Terms of Service’ on our Website and confirming the purchase at the end of the order form, or
- (ii) by signing an electronic Order Form or
- (iii) upon delivery by us of an electronic copy of the Terms to you.

3.3 We can only supply our Services to an address which can receive the Fibrus fibre and you must be at least 18 years old when you place your Order with us.

3.4 If you purchase our Services, any agreement for broadband or telephone services you might already have with another provider will not automatically end. This means you may have to continue paying for those previous services unless you contact your current provider to end the service. If you end the current service, you might have to pay the other provider cancellation or other charges. We are not responsible for any of those charges.

3.5 When ordering our Services, you must provide us with a valid email address which we will register, along with your other Account details. We will generally use this “Registered Email Address” to contact you for anything related to your Agreement with us (although we may contact you in other ways, as set out in Clause 16 (“How we Contact Each Other”)). It is important that you keep your email account available, that you regularly check emails sent to your Registered Email Address and that you keep your Account details up to date (see Clause 11.4 for more details on this).

3.6 By placing an Order, you agree that Fibrus, or third parties acting on our behalf, may carry out credit checks on you (as described in Clause 15.2 (“Other General Provisions”)) using the information that you provide during the ordering process.

3.7 Once we receive your Order, we will send you an email confirming that we have received and accepted it (an “Order Confirmation”) or we will tell you that we can’t accept it. If this happens, we will not have to explain why we cannot accept your Order or provide you with any Services you requested in your Order. If we do send you an Order Confirmation, your Order, and the Agreement for Services with us becomes legally binding on you and us.

3.8 When you place your Order, you may need to arrange for installation of the Equipment you will need at your Home, if there’s not already a working Fibrus socket there (see Clause 6.1 for details of how to arrange this). If your Home already has a working Fibrus socket we can access, that socket will be used to connect you to our Network. Unless you confirm when you place your Order that you already have a Fibrus Smart Home Hub, we will send you a router. Please see Clause 4.1 for more details on the Equipment we will send you. Once you connect to our Network, we will send you a Service Activation Email and treat this date as your Services Start Date.

3.9 If, after sending you an Order Confirmation, we find that we cannot provide you with the Services you requested, we will let you know. Your Agreement will end then and we will refund any Charges you have paid.

4. EQUIPMENT

4.1 After we send you an Order Confirmation, we will get things ready to connect you to the Fibrus service you ordered. When we have done this, we will send you all the Equipment you need. The Equipment may include a Fibrus Smart Home Hub router, booklet, power adaptor and cables which we will send to the address you provided to us when you placed your Order. We will let you know what Equipment we will provide you and whether there will be an Activation Charge for your Services during the ordering process.

4.2 The Equipment, which includes the Fibrus Smart Home Hub, remains our property and is to be kept at your Home. You will need to take good care of it all, as if it is damaged in your care while you’re receiving our Services you may have to pay us Charges to repair or replace it. The Equipment must always remain at your Home, even if you leave your Home or stop using our Services (unless you have to return the Fibrus Smart Home Hub to us, as set out in Clause 7 (“Term of Agreement, Suspension, Restriction and Termination”)). If you use your statutory right to cancel your Agreement with us, as set out in Clause 6.6 (“Installation and Connection”), we’ll charge you for the cost of the Equipment we provided to you after you place your Order, unless you return it to us at your cost unopened and unused within 14 days after the date you cancel your Order. Further details of this and other Charges you have to pay on cancellation are set out in Clause 8.

4.3 If your Fibrus Smart Home Hub or any other Equipment we provide to you is faulty, we will repair or replace it. This will be free of charge if the fault was not caused by something which happened while the Equipment was in your care. Otherwise we can charge you for this, as described below.

We will test the returned Equipment to see if it is faulty and, if so, we will work out how the fault was caused. If we (acting reasonably) then think that the Equipment isn't faulty or that the fault was caused by something which happened while the Equipment was in your care, we can charge you a Replacement Items Fee, (details of this are in the Charges and Fees for Residential Customers).

4.4 Except as set out in these Terms (see Clause 13 ("Our Liability to You and the Limits on Our Liability")), we don't accept responsibility for any loss or damage caused by the installation or use of the Equipment or of any Additional Equipment.

5. ACCESS, PERMITS AND VISITING YOUR PREMISES

5.1 You allow us to install, keep and use apparatus at your Home. Apparatus here, and wherever we mention apparatus below, includes Equipment and Additional Equipment. You agree that we and people working for us can enter your Home to:

- (i) carry out any work required to connect, maintain, change, replace or remove any apparatus that is needed for us to supply the Services you have asked for; and
- (ii) inspect any apparatus related to receiving and using our Services which you keep there.

5.2 We will cause as little disturbance as we reasonably can when carrying out any work at your Home. We will repair, to your reasonable satisfaction, any damage that we, or people working for us, may cause at your Home. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

5.3 You will follow any reasonable instructions we give you and let us access to your Home if we need to.

5.4 You or a person given permission by you (who is aged 18 or over) will either be at your Home when we visit or will give us access to your Home on your behalf.

5.5 You understand that you are providing us with, and will also get from anyone else, any consent or permission needed from you or that other person, if we have to cross your or their land or put our Equipment on your or their premises including providing us with a Wayleave Agreement. We do not have to install or provide our Services until we have all the consents and permissions we need. If you cannot provide us with these then we can choose to end your Agreement with us. If this happens, we will refund any Activation Charge you have paid but you will still have to compensate us for any costs we incurred before the Agreement ended.

5.6 You will not do anything, or allow anything to be done, at your Home that may damage or interfere with any apparatus or prevent the use of or easy access to it. If any such apparatus is damaged other than through fair wear and tear, we can charge you for it to be repaired or replaced.

5.7 You confirm that you are:

- (i) the current occupier of the Home; and
- (ii) either the freeholder of the Home or a tenant under a lease with legally binding permission from the freeholder to install the Equipment there.

5.8 We cannot normally be made to remove installed apparatus if you end the Agreement or move from your Home. All apparatus that we supply to you including the Fibrus Smart Home Hub remains our property and you will not remove any of this without our written agreement, other than to return

it to us, as set out in these Terms. Our Charges are based on all such apparatus remaining in place unless these Terms require you to return any of it to us. If the apparatus is removed (without the Terms stating that this should happen) or damaged, we can charge you whatever the cost of installation and/or replacement is at that time, using your usual method of payment (normally direct debit). We will let you know the amount you will be charged if and when that happens.

5.8 If our performance of any of our obligations under this contract is prevented by any act or omission by you we shall have the right to suspend performance of the Services until you remedy the default and we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this agreement and you shall reimburse us for any reasonable costs or losses sustained or incurred by us arising from the default.

5.9 This Clause 5 will still apply to you and us even after your Agreement for our Services has ended.

6. INSTALLATION AND CONNECTION

6.1 If there is already a working Fibrus socket in your Home that we can access, we will use that socket to connect you to our Network. There will be no need for a Fibrus engineer to carry out any work in your Home. We can activate your connection as soon as everything else in your Order is ready. If you do not already have a working Fibrus socket in your Home when you place your Order, then a Fibrus engineer will need to install one, so you can connect to our Network. When you place your Order, you can choose an available date for this installation. We will need to agree this installation in writing with you before the engineer comes. Our standard socket installation means our socket will be within 10 metres of your front door. If you want the socket in a particular place in one or more rooms at your Home, or you want to move or rewire an existing Fibrus socket, you'll need to pay the Bespoke Fee (as described in our Charges and Fees for Residential Customers). Our engineer will discuss this with you, including pricing prior to carrying out such work. You agree to pay these charges prior to any works being carried out. You agree to help and cooperate with us as reasonably required to connect you to our Services.

6.2 You will be given a dynamic IP address which is free of charge. This IP address will be re-assigned to Fibrus, or to another Fibrus customer, if your Internet Service is disconnected or ended for any reason. If you want a static IP address, and there is one available, we may be able to offer you one, though you will have to pay an additional monthly charge.

6.3 The actual speed and performance of your Internet Service will depend on various things, some of which are outside our control. For example, the technical capabilities of the devices you use to connect to the Service and of the Equipment (including the Fibrus Smart Home Hub) whether provided by us or not. Your Internet Service speed will be fastest if you use an Ethernet cable to connect directly to your Fibrus Smart Home Hub. Using the Fibrus Smart Home Hub means that you can also connect your devices to our Services wirelessly. This makes it easier to access our Services across your devices but will mean a slower Service speed than with an Ethernet cable, due to the limitations of Wi-Fi technology. You accept that we cannot guarantee you will have maximum speeds at any time or that your connection will reach any specific speeds. More details about speed and factors affecting speed (including the specifications for the Equipment) can be found in the FAQs on our Website. We will try to let you know about any issues and aim to sort them out as soon as we reasonably can.

6.4 Your Internet Service will be for a minimum commitment period lasting a certain number of months, which you agree to in your Order. We call this period the "Minimum Period". During your Minimum Period, you cannot transfer to a new Internet Services package with a shorter Minimum Period.

6.5 We can end the Agreement after we receive your Order or even after we send you your Order Confirmation, but before we connect you to our Services in the following situations:

(i) if you fail a credit check, or the bank, debit or credit card details you gave us are invalid and/or incorrect, or there are Charges you need pay before we connect you but you haven't paid these on time, or you've misused our Services before; or

(ii) if we cannot provide the Services to your Home by the expected connection date for any reason; or

(iii) for any other reason (or no reason).

We will not accept responsibility for any costs or losses this causes you. However, if we end your Agreement before connection to our Services and this is not due to your fault or anything you have done or not done, we will refund any Charges you've paid.

6.6 You have the right as a consumer to change your mind about purchasing our Services and cancel the Agreement within the "Cooling-off Period" set by law. This is the period of 14 days, starting on the day after we send you our Order Confirmation. You can do this by telling Customer Services about your decision to cancel. You will not incur any charges for cancelling in this way except as set out in the rest of this Clause 6.6. If you specifically request us (when you place your Order or by email or letter) to start work on your Order within the Cooling-off Period, but then cancel your Agreement before the Cooling-off Period has ended, you'll have to pay us an Order Cancellation Fee. This will be an amount to cover any Call Charges (which are not free under the package you ordered) that you incur up until the time you cancel (you won't have to pay any other part of your Package Charge) and may include any installation and Equipment costs we've incurred in provisioning your Order. If you do cancel the Agreement within the Cooling-off Period, you must send back to us any Fibrus Smart Home Hub which we've sent you, unused and unopened, to the address set out in Clause 7.11 ("Term of Agreement, Suspension, Restriction and Termination"), within 14 days after the day you cancel your Order – if you don't, you'll have to pay us their full cost in addition to your Order Cancellation Fee. Where we have provided you with packaging for this purpose, you must use it to return this Equipment. If we have not, and/or if our packaging does not cover the cost of postage, you must return the Equipment at your cost.

6.7 If you would like to use your own router or Ethernet cable to connect to our Services instead of the Equipment we supply, you can ask Customer Support to help you check if your own equipment is suitable.

6.8 If your Services are disconnected or suspended for any reason, and you then request to reconnect to our Services, we will charge you a Re-activation Fee, as set out in our Charges and Fees for Residential Customers.

7. TERM OF AGREEMENT, SUSPENSION, RESTRICTION AND TERMINATION

7.1 The Agreement for your Services starts on the date you get an Order Confirmation for our Services from us. Your Services will start on the Services Start Date. This will be the date you connect to the Fibrus Network and we send you the Service Activation Email. The Minimum Period in relation to your Services starts from your Services Start Date. You can only end your Agreement for the Installation-only Service by cancelling it within the Cooling-off Period.

7.2 You can end your Service(s) at any time during your Minimum Period if you pay a Service Termination Fee. The amount of this Service Termination Fee depends on how much is left of your Minimum Period multiplied by the monthly rental. To end a Service, you should contact us in writing, via email or post.

Customer Support will let you know how much your Service Termination Fee will be. Your Service(s) will end 30 days after we receive your request to end them as long as we have received your Service Termination Fee before then.

7.3 After your Minimum Period, you can end your Service(s) at any time without paying any Service Termination Fee, if you let us know you wish to do this by contacting us. Your Service(s) will end 30 days after we receive your request to end them.

7.4 Your Service(s) and/or Additional Telephone Package will end 30 days after we receive your request to end them. Be aware that if you cancel your Telephone Service and it is part of a bundled package offer, then the Charges for the remaining Services in your bundled package might increase.

7.5 We can end the Agreement or, if we choose, restrict, or suspend some or all the Services immediately (and without giving you notice) if:

(i) you don't pay us, by the due date, any money you owe us or you cancel the direct debit for your Services without agreeing another form of payment with us (although we'll let you know by email to your Registered Email Address before we do this);

(ii) you misuse any of our Services (see Acceptable Usage Policy)

(iii) you use the Telephone Service and go over any limit we have put on your Account (in which case we may restrict or suspend your Telephone Service);

(iv) we think you have provided us with wrong or misleading information either to obtain the Services and/or the Equipment or at any time during the ordering process or our supply of the Services;

(v) we think you (or another person at your Home or using your Services) have committed, or may be committing, any fraud against us and/or any other person or organisation by using the Services or the Equipment (or both);

(vi) you or anyone you allow to deal with us on your behalf acts in a way towards our staff or agents which we think is inappropriate enough to justify suspending or restricting a Service;

(vii) we are no longer allowed to connect, maintain, change, or replace the Equipment;

(viii) we need to comply with an order, instruction or request of Government, an emergency services organisation or other authority that we are required to obey; or

(ix) if either our legal authority to operate as a public communications provider is suspended for any reason or we think it is necessary for security, technical or operational reasons.

7.6 For your and our protection we can suspend the Services if the number of calls made or Call Charges incurred by you has increased so much that we think the Services are not being used in a similar way to your previous use. We will try to contact you before suspending the Services but will not accept any responsibility for any loss you suffer from the suspension. We will not provide the Services again until we are satisfied that you know of the increased Telephone Service use and that you will pay any increased Charges. We may also:

(i) ask you to pay a deposit to us, which we can keep as security (in case you do not pay all your Charges); or

(ii) prevent you from making international calls and/or premium rated calls if, we think they form a significant part of your Charges.

7.7 Either you or we can end the Agreement by giving 30 days' written notice (via email or letter) to the other:

(i) if one of us seriously breaks the Agreement and does not put it right within the 30 days' written notice;

(ii) if something outside our reasonable control, prevents us from providing the Services for a continuous period of more than 30 days; or

(iii) if the other cannot pay its debts or becomes insolvent or bankrupt; and

7.8 Sometimes we may choose to ignore it if you breach a term of the Agreement, or we may choose not to enforce a particular term of the Agreement. If we do this, we will still have the right to enforce or act against you for breaking that (or any other) term of the Agreement in the future.

7.9 If we restrict or suspend your Services, you will still have to pay all the Charges for your Services, as if you still had them.

7.10 If we end your Services then unless we do this for no reason, you will still have to pay the Charges for your Services, as if you still had them, for another 30 days after we end them.

7.11 If the Agreement ends for any reason, you must return the Fibrus Smart Home Hub to us at the following address:

Returns, Fibrus Ltd., Boucher Business Studios, Belfast, BT12 6QH.

You are responsible for ensuring that the Fibrus Smart Home Hub reaches us in good working order. If we don't receive this from you within 14 days after the Agreement ends or if we receive such Equipment in good time, but it's faulty or damaged, we can charge you the full replacement value using your usual method of payment (normally direct debit).

8. PAYMENT TERMS AND CHARGES

8.1 You must pay the Charges that apply to the Services you are receiving from us, as set out in our Charges and Fees for Residential Customers and in this Clause 8, unless we agree otherwise with you. All recurring Charges are payable from your Services Start Date and shall be invoiced on a monthly basis unless otherwise agreed. One-off Charges are payable as detailed below. We will collect all Charges other than Call Charges in advance for the period ahead, while Call Charges will be collected in arrears.

8.2 Our Charges may include the following fees and charges. Pricing can be found at Charges and Fees for Residential Customers. :

Activation Charge – This is a one-off Charge for connecting to our Services, charged in your first bill if applicable.

Call Charges – These Charges are paid every month in arrears. If we choose, we can set a limit on the Call Charges you can incur each month. Once you reach this limit, your Telephone Service may be suspended for the rest of the month. You can stop this happening (or have a suspension lifted) by paying some of the Call Charges you incurred that month by debit or credit card. Paid Call Charges will then not count toward your limit.

Installation Fee – This is a one-off Charge (i) charged in your first bill for installation of our Services at your Home where installing or extending a Fibrus socket at your Home or to your choice of location beyond 10 metres from your access point, as agreed with our on-site engineer (called the Bespoke Fee).

Order Cancellation Fee - One-off Charge, paid on demand if you ask us to provision your Order during the 14-day Cooling-off Period (at which time you'll also and have accepted responsibility to pay us an Order Cancellation Fee if one applies to you) and then cancel your Order within that same Cooling-off Period. The Order Cancellation Fee will include any Call Charges incurred by

you during the Cooling-off Period and may also include any installation and/or Equipment costs incurred by us in provisioning your Order before you cancelled it.

Payment Return Fee - You must pay a Payment Return Fee every time your direct debit payment bounces or fails for any reason.

Package Charge – You pay this Charge every month in advance, for us providing you with your Internet Service and/or Telephone Service. All Customers will have to pay any Call Charges that are not included in their Package Charge, which will be charged in arrears

Re-activation Fee – This is a one-off Charge, which you must pay if we ask, to re-activate your Services after they have been ended or suspended.

Replacement Items Fee – This is a one-off Charge, which you must pay if we ask if we need to repair or replace any of the Equipment, we provided you with, for you to use our Services.

Service Termination Fee – This is a one-off Charge, which you must pay if we ask, if you cancel your Services before the end of the Minimum Period. We will calculate this based on the time you still have left of your Minimum Period multiplied by the monthly package fees.

8.3 There are no charges for any Services provided by our Customer Support.

8.4 Unless you have agreed with us otherwise, you can only pay us by direct debit, except to pay for an Installation-only Service or Call Charges for our Telephone Service where you are close to your Call Charges limit. For these, you can use an approved debit or credit card. When you place your Order for our Services, you will need to give your bank account details and sign an agreement to pay our bills by direct debit.

If your bank details change, you must tell us immediately. If you do not, your Services may be affected.

8.5 Fibrus can change prices for the Services at any time, by giving you notice in writing. This will include sending an email to your Registered Email Address. Clause 19 (“Changes to our Charges, these Terms, and/or the Services”) sets out how you can end the Agreement if a change we make to our Services significantly disadvantages you.

8.6 We will send an email once a month to your Registered Email Address to issue your new bill. It is your responsibility to read it and keep a copy.

8.7 If you genuinely think that we have made a mistake with the Charges on your bill, you must tell us straight away. You must pay the amount that you agree you owe us. We will not suspend or end your Services while we look into the matter.

8.8 Other than as described in Clause 8.7, where there may be a mistake with the Charges, you must pay us all sums you owe us in full, unless there is a separate legal right not to.

8.9 We can charge you interest (at 4% per annum above Barclays Bank plc’s base rate at that time) on your overdue payments, if you do not fully pay us what you owe by the due date. This interest will be charged from the date you should have paid us, until the date we receive the full amount you owe (which includes the full amount of any interest).

8.10 If we don’t receive full payment for the Services we provided to you, we can suspend or end them and do anything necessary to recover the amount you owe us (which will include any costs we incur in collecting this amount). We will write to you at your Registered Email Address to tell you before we do this.

8.11 You will have to pay VAT on our Services. The prices shown in our Charges and Fees for Residential Customers include this VAT, but on your bills, you will see the VAT amount listed separately. No VAT is payable on any Payment Return Fee.

9. SERVICE INTERRUPTIONS

9.1 Sometimes, we need to carry out work to maintain, repair or upgrade our Network or Services. This means we might have to:

(i) interrupt all or part of the Services. If we do so, we will try to restore the Services as quickly as we can;

(ii) change your area code or phone number; or

(iii) make small changes to the technical part of our Services. This could be a change to how much information you can transfer at one time using our Internet Service or a change to our Network or we may need to suspend our Services for a short time. We will try to let you know before we make any such change or suspension if it significantly affects your Services.

9.2 We will do everything we reasonably can to reduce the effect on you of any disruptions to our Services, but we cannot guarantee a fault-free Service at all times. For more details about where we accept responsibility for losses and costs to you, read Clause 13 (“Fibrus’s Liability to you and Limitations on Fibrus’s Liability”).

9.3 We have set out what you have to do under your Agreement with us in Clause 11 (“Your Obligations”). If we think you’ve broken any of these obligations (which includes not following the Acceptable Usage Policy), we can suspend your Services, or in some situations, end your Agreement with us (see Clause 7 (“Term of Agreement, Suspension, Restriction, and Termination”). We’re not responsible for any costs or losses to you if we do this and don’t have to tell you before we do this, unless it’s because you haven’t paid us what you owe (when we’ll let you know by email to your Registered Email Address)

9.4 We are not responsible to you for disruptions caused by anything beyond our reasonable control (see Clause 14 (“Matters Beyond our Reasonable Control”).

10. MOVING HOME

10.1 Please contact Customer Support if you are planning a move and we will try to reduce any difficulties this can cause to your Services. We can only provide our Services at your new home if this is already set up to be connected to our Network at the time you move. If we do provide our Services to you at your new home, we will usually treat you as a new Customer. This means you will have to go through the ordering process again and any Minimum Period for Services at your new home will start on the Services Start Date for those Services at your new home. Note that if you purchase our Services for (and to be provided immediately on moving to) your new home, and your move was during a Minimum Period for your Services at your previous home, we will not charge you a Service Termination Fee for ending the Services at your previous home. You can get more information on the Charges you will have to pay if we are able to provide our Services at your new home, during the ordering process.

10.2 If we cannot provide our Services at your new home, you can cancel your Agreement with us. If you have a Minimum Period for your Services and you cancel your Agreement before this Minimum Period has ended, you will have to pay a Service Termination Fee. This is based on the number of months you have left of your Minimum Period (and is charged as set out in our Charges and Fees for Residential Customers). If you do not have a Minimum Period (or your Minimum Period has ended) you can cancel your Agreement by giving us 30 days’ written notice (online via the Customer Support Centre or by email or letter to Customer Support).

11. YOUR OBLIGATIONS

11.1 You agree to do the following things at all times:

(i) make sure that you and anyone else using our Services through your Account keep to the terms set out in our Acceptable Usage Policy as updated and shown on our Website;

(ii) if you use our Telephone Service, (a) you won't advertise your phone number in or on a public phone box or use the Telephone Service to make nuisance or hoax calls, (b) you agree that you don't own the phone number and won't transfer (or try to transfer) it to anyone else, (c) you agree that we can give your name, address and phone number to the emergency services and (unless you tell us otherwise) also to other authorised providers of public communications services and regulated providers of directory services (so your details can be included in phone books and be found using publicly available directory enquiry services), (d) you agree that we aren't liable if we provide any information about you to an authorised provider of public communications services or a regulated provider of directory services, and they make a mistake with listing your details (although we can tell you about other options that are available to protect and control how your information is used);

(iii) keep your security information safe and tell us immediately if you think that someone knows it who should not or someone who does not have your permission is using our Services through your Account;

(iv) give us complete and correct information (especially during the ordering process) and make sure this information is always kept up to date and correct;

(v) tell us immediately about any fault or problem with our Services (or with us providing them to you) and/or any fault with or damage to any Equipment or Additional Equipment;

(vi) make sure that your equipment, any Additional Equipment and software used by you meets the terms of all Applicable Laws and has the European Consumer Equipment Standards 'CE' mark on it, and that you have any necessary licences before you use your equipment or Additional Equipment to connect to our Network, making sure that it and any software you use is compatible with our Equipment;

(vii) control the content that you (or anyone else using our Services through your Account) upload or download using our Network. We have no responsibility for any such content;

(viii) fully keep to your Agreement with us and any reasonable instructions we give you;

(ix) fully compensate us for any losses, expenses or costs (including legal costs) which we incur where another person or company brings a claim against us in connection with you (or someone else using your Account to access our Services) using or misusing our Services or breaking your Agreement with us (this is called an indemnity and makes you 100% responsible for the full amount of any claim we have against you);

(x) not to use the Services for any commercial or business use (except for Home Working);

(xi) accept that the Complaints Code of Practice which sets out how you can make a complaint about us or our Services and how we deal with this, as well as how you can make a claim under our Number Porting Compensation Scheme, applies to you;

(xii) pay all amounts you owe us in full (without keeping any back for any reason unless you are required to do this by law). You are not entitled to assert any credit, set-off or counterclaim against us to justify keeping back all or any part of such amount;

11.2 Sometimes, we may (with or without notice to you) check and/or record how you are using our Services. This might be because we are required to do so by law, court order or another

authority which can make us do this, or for us to check that you are keeping to your Agreement with us. Please see our Privacy and Cookie Policy for more details on how we use your information.

11.3 We may record marketing calls and calls to Customer Support. We do this for training purposes, to help prevent identity fraud and to improve the quality of our customer services.

11.4 You must keep the email address which you give us when ordering our Services (see Clause 3.5 (“Placing an Order”)) active. If this is no longer possible, you must register a new email address with us instead of that one.

11.5 You are treated as having read any email which we may send to your Registered Email Address.

12. SPECIAL PROVISIONS RELATING TO THE TELEPHONE SERVICE

12.1 You understand that our Telephone Service may not offer all the features you expect from a traditional phone line. Sometimes it may not be available because of things we cannot control, for example, disruptions to your power supply.

12.2 You understand and agree that our Telephone Service depends on your connection to the Network and the availability of the Network. It will not work if there is a power failure or a failure in the Network.

12.3 The FAQs on our Website have more information on our Telephone Service.

12.4 You understand that our Telephone Service allows calls to the emergency services numbers 999 and 112. Calls to these services will fail if there is a power failure or if your Internet Service connection fails. You agree that you will have an existing copper wire or mobile phone at your Home (if there is one) or another way of making emergency calls.

12.5 If you use our Telephone Service, we will register your home address. We do this for billing purposes and so that emergency services know your phone number and location when you dial 999/112. If we suspend our Telephone Service under this Agreement, you will still be able to dial 999/112 using our Telephone Service, as long as there is no power failure or failure in the Network.

12.6 We will take reasonable steps to help you if you want to move your phone number from our Network to another provider’s network. We will also take reasonable steps to help you move your phone number from another provider’s network to ours, if you tell us you want to do this when you place your Order. Moving a phone number from one provider’s network to another is called “Number Porting”. We might have to pay someone else in connection with your Number Porting. If we do, you will have to compensate us for this. We will tell you about this and other any charges you would have to pay us for Number Porting before your Order Confirmation. You can then decide if still want to do it. You will also need to tell your existing provider that you want to move your phone number and find out what they need you to do to in connection with this.

12.7 Sometimes Number Porting is not possible. This means you will not be able to keep your existing phone number when you change to a new provider. We will not start a Number Porting process to another network unless you have fully paid everything you owe us at that time. We estimate it will take up to 15 Working Days from when we write and tell you we have received your Number Porting request, to the date the Number Porting happens. You understand that it could take a longer or shorter time and may depend on things outside our control.

12.8 If you ask to move your phone number from one network to another, the new and old network providers need to work together to get the new network ready for your phone connection. We call things they need to do the “Activation Steps”. Once they have carried out the Activation Steps, the network providers will agree a date for the Number Porting to happen. If you are moving your phone number to our Network, we will send an email to your Registered Email Address telling you this date (the “Porting Date”). We will aim to move your number and have it working within 2

Working Days of the Porting Date. If you want to start using our Telephone Service before we have moved your old phone number to our Network, we will give you a temporary phone number. You can use this temporary number with our Telephone Service until the Number Porting of your old number has happened.

12.9 We may find out that the Activation Steps have not been completed, after we have emailed you with a Porting Date. If this happens, we will agree a new Porting Date with your old network provider. We will send you another email to your Registered Email Address with this new Porting Date, which will replace the previous Porting Date. If we need to change your Porting Date in this way, you cannot treat it as a delay or as us mishandling the Number Porting and we will not have to compensate you for changing the date.

12.10 Our Acceptable Usage Policy applies to all calls you make using our Telephone Service. We can put limits on your calls, require you to pay extra charges or suspend or end your access to our Services if we think you have not complied with that policy. If we think we need to, we can also record some of your calls, to make sure that you are using our Telephone Service in line with this policy.

12.11 You can make unlimited free calls to certain UK and ROI destinations for mobile and landlines. To be free of charge, these calls should be within what Fibrus reasonably expects from you as a residential user.

12.12 All numbers the you dial, beginning in 0500, 0800 or 0808, stay free for the whole length of the call.

12.13 Certain types of call are not included in the free calls described above. We will charge you for these at our standard rates. Such calls include (but are not limited to):

- i. calls to the Channel Islands (e.g. numbers beginning in 01534 and 01481);
- ii. all international calls (e.g. all numbers beginning in 00 except 0044 (UK) & 00353 (ROI));
- iii. all Premium Rate Service calls (e.g. all numbers beginning in 09);
- iv. calls to Number Translation Services (e.g. numbers beginning in 0845, 0870, 0871, 0844); and
- v. all directory enquiry services beginning in 118;

12.14 Our telephone service must not be used for (i) autodialling, (ii) continuous or extensive call forwarding or call diversion, (iii) fax or voicemail broadcasting or (iv) continuous or extensive incoming-only calls.

12.15 We can immediately stop or change your telephone service if we think the you are not using it in a normal way.

12.16 All our call charge rates are published in our Guide to Charges and Fees for Residential Customers.

12.17 If we reasonably consider that your use of our telephone service (including, but not limited to, the total number of calls you makes to UK numbers) is excessive and/or unreasonable, we can, at our discretion, limit the free calls you can make to UK numbers. We can also, at our discretion, charge you, at our standard rate, for all the calls you make to UK numbers, which we think are excessive compared to the number of calls Fibrus would expect of a residential customer.

12.18 Before we start charging you for calls which would normally be free, we will notify you by phone or email (using the contact information you have provided to us). Our call charge rates are published in our Guide to Charges and Fees for Residential Customers.

13. OUR LIABILITY TO YOU AND THE LIMITS ON OUR LIABILITY

13.1 Where we carry out any obligations under the Agreement, we will only do this with the reasonable care and skill of a competent service provider. We do not warrant that our Services will be fault-free or uninterrupted, but we will use all reasonable care and skill to provide and maintain them. Neither can we guarantee that the Equipment we provide will never be faulty. If you think it might be, Clause 4.3 (“Equipment”) tells you what to do.

13.2 If our negligence causes death or personal injury, we accept responsibility for this and there is no limit to our liability. We also accept responsibility for fraud, fraudulent statements, or any other liability that the law does not let us exclude or limit.

13.3 Neither we nor any company in our group (or any person connected with us or such company) will accept responsibility (if the law allows this) for any liability in contract, tort (including breach of statutory duty) or otherwise arising under or in connection with this Agreement for:

- (i) losses to you from you breaking your Agreement with us;
- (ii) losses caused by you using a Service in a way that breaks the Agreement;
- (iii) loss or damage to you or any user of our Services or Website relating to using (or not being able to use), or the result of the use of, these, the Equipment, or any other website. This includes losses from delays or interruptions to our Services;
- (iv) loss or damage to you or any user of our Services or Website from any materials posted on our Website or another website, which was accessed through our Network.;
- (iv) losses of income or revenue;
- (v) commercial or business loss or loss of opportunity, loss of profit, loss of goodwill, loss of contract or wasted management or office time;
- (vi) losses of savings you were expecting to make;
- (vii) losses or damage caused by malware or the unauthorised use of a Service on any of your devices;
- (viii) losses of, the corruption of, or the release of, data (including personal data), information or software;
- (ix) losses from the failure of safety, security, or other alarm system, because they are not compatible with a Service, or for another reason that is not our fault;
- (x) losses or damage from you using equipment that we have not supplied;
- (xi) the cost to you of getting substitute goods or services;
- (xii) losses which we could not reasonably have expected or which we couldn't have considered when we entered the Agreement or which are not directly caused by us, our Services or our Equipment or are indirect or consequential;
- (xiii) claims made against us, because of any condition, warranty or other terms implied by law. (Sometimes the law suggests that particular conditions, warranties, or terms are treated as part of an agreement, even they are not specifically put into that agreement – these are “terms implied by law”. No such implied terms are part of your Agreement where the law allows them to be left out. This means you cannot make claims based on them); or
- (ix) any other loss or damage of any kind,

but this doesn't prevent claims (a) for loss of or damage to your physical property arising from our negligence, for which we'll only pay up to £100,000 in any 12-month period or (b) any other claims for direct financial loss to you relating to the Agreement (or that we're responsible for by law), in either case that aren't excluded by any of the categories set out in (i) to (xiii) of this Clause 13.3. If you do have a genuine, proven claim against us under this Clause 13.3, then except in relation to property damage as set out in (a) of this Clause 13.3 (ix), we'll only pay up to a total of 125% of the Charges due from you in the calendar year in which the event which caused your loss happened, for all events in that calendar year.

13.4 Except as set out in Clauses 13.1 to 13.3 above, we accept no responsibility for loss or damage caused when someone other than you, our paying Customer, accesses your connection to our Services, your computer, the Equipment or other related equipment (including any Additional Equipment) or accesses, destroys or distorts any data or information held by us.

13.5 We are not responsible for any goods or services supplied to you under a separate agreement with another supplier, even if you acquired them through our Network.

13.6 We will not be responsible to you for any losses you may suffer if you've used the Services or Equipment, we provide for business purposes (other than for Home Working, though all other provisions in this Clause 13 will still apply)

13.7 If the Services or Equipment fail, and you divert your phone or internet to another communications provider, we will not be responsible for the cost to you of doing this.

13.8 Each provision of this Clause 13 is to be treated as a separate provision, applying, and surviving even if one or more of the other provisions of this Clause is held to be inapplicable or unreasonable.

13.9 You may have rights under the law which the terms of your Agreement with us cannot affect. For example, the law may give you certain rights relating to Equipment which is faulty or has been described wrongly. As a residential customer of Fibrus, you may also have rights as a "consumer" (though this will not apply if you are a small business). For more details of your legal rights, you should contact your local Citizens Advice Bureau, www.citizensadvice.org.uk.

13.10 You must always try your best to reduce any losses, damage or costs you may incur.

14. MATTERS BEYOND OUR REASONABLE CONTROL

14.1 Sometimes we may not be able to do what we have agreed because of things beyond our reasonable control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, war, riots, damage or vandalism to our Network, Equipment, or any apparatus we've installed, anything done by local or national Governments or other public authorities, or strikes or other industrial action. There may be other reasons too. In these cases, we are not responsible if we cannot provide you with our Services.

15. OTHER GENERAL PROVISIONS

15.1 The Agreement for our Services is only between you and us. You cannot transfer it or your rights to your Services to anyone else, or try to do so. However, we may take instructions from someone else we think, with good reason, is acting with your permission. We can transfer the Agreement, provision of the Services and/or our rights and obligations under it to someone else. If we think this might have a negative effect on your Services or your rights under the Agreement, we will tell you before we do this and ask your permission. You have to give your permission unless it is reasonable for you to refuse it, delay it or put conditions on it.

15.2 You accept that when you order your Services from us, we may have to do a credit check on you. This means looking into your records with credit reference agencies like Experian and Equifax

or with fraud prevention agencies. Whenever we have information about you, we will protect it and keep it safe, as set out in our Privacy and Cookie Policy. This may include sharing this information to prevent fraud or where the law requires us to do so. This might be because we have received a court order about the information, or someone has a legal power to demand it. We may also share information about you with other companies and organisations (including other communications companies). You can find out more about how we will deal with your information in our Privacy and Cookie Policy.

15.3 If you receive any information from us (or someone acting for us) which might reasonably be confidential to us, you will not tell or show it to anyone else. You can only use such information to carry out your obligations under your Agreement with us.

15.4 If a court, arbitrator, or any government agency tells us that any part of the Agreement is not valid, the remaining parts of the Agreement will still be valid and enforceable.

15.5 Each part or term of your Agreement with us is treated as separate. It will still be valid even if other parts or terms of the Agreement are found to be invalid or unreasonable.

15.6 No-one, except for you and us, has rights under the Agreement or the right to enforce any of its terms. No others can use the Contracts (Rights of Third Parties) Act 1999 to acquire such rights.

15.7 Your Agreement with us sets out everything we are agreeing between us about our providing you with your Services. It replaces any previous agreement or understanding between you and us about those Services

16. HOW WE CONTACT EACH OTHER

16.1 You may contact us in any of these ways:

(i) by emailing Customer Support at: sales@fibrus.com;

(ii) by phoning Customer Support on 02890 993 230;

(iii) by sending a letter to Customer Support at: Fibrus Ltd, Boucher Business Studios Belfast, BT12 6QH

(iv) online, via the “My Account” section of the Website, by raising a “ticket”; or

(v) online, via the live webchat option on our Website;

If there is anything you need to tell us that is important, you should put this in a letter and post it to us at the address in 16.5(v), even if you have also told us about it another way. If you want to end your Service(s), however, you do not need to tell us this by letter if you’ve already let Customer Support know by email or phone (as set out in Clause 7).

16.2 We will usually contact you at your Registered Email Address. We may also write to you at your billing address, or phone you on your mobile or fixed phone number.

17. COMPLAINTS

You may need to contact us if you are having a problem with us or our Services. Our Complaints Code of Practice tells you how you can do this. It also explains how we deal with your complaints and disputes.

If you wish to make a complaint, please send an email to sales@fibrus.com. This will allow us to deal with your complaint promptly. You may also call us on the number set out in this Clause 17 below. However, we will always need information about your complaint to be made in writing, so we can investigate properly.

We will try our best to sort out any complaint or dispute you have. If we cannot, you can take the matter to an alternative dispute resolution service (an “ADR Service”). The ADR Service we use is called Ombudsman Services. It helps resolve disputes we might have with individuals and small businesses (with 10 or fewer employees) who are our customers. It is completely independent from us and will be free for you to use.

We are a member of (“ISPA”) (www.ispa.org.uk), which is the UK’s trade association for providers of internet services. ISPA has a Code of Practice, with rules which its members (like us) agree to follow. One of these rules is that we have an ADR Service in place for customers like you. You can find the other rules for ISPA members at www.ispa.org.uk/about-us/ispa-code-of-practice.

If you’re reporting any illegal or unacceptable use of our services, please email sales@fibrus.com and provide us with as many details and as much evidence as possible to help us understand and investigate the problem (such as a copy of the message and/or headers, the full URLs or log files showing unauthorised access to your Account, depending on the type of misuse you wish to complain about). Please always make sure that you include a short description of why you are making the complaint, together with your name and full contact details.

If you wish to make a complaint or need any further information about the Agreement, please contact us on:

Email: sales@fibrus.com

Customer Support: 02890 993 230

You can find more information about Ombudsman Services in our Complaints Code of Practice. Alternatively, you can ask us to send a copy of this to you.

18. JURISDICTION AND APPLICABLE LAW

18.1 These Terms their subject matter and their formation, are governed by Northern Irish law. You and we both agree that if a dispute arises that we cannot settle between us the courts of Northern Ireland will have exclusive jurisdiction except that if you are a resident of England and Wales you may also bring proceedings in England and Wales, and if you are resident of Scotland, you may also bring proceedings in Scotland.

19. CHANGES TO OUR CHARGES, THESE TERMS, AND/OR THE SERVICES

19.1 From time to time, we may change our Services, Equipment, Charges, or the terms of your Agreement with us. This could be for any of the following reasons:

- (i) to introduce a new feature to any Service or to change the way we provide a Service or how it’s structured (which could include upgrades and improvements or what’s contained in a Service or that we can provide our Services in new areas);
- (ii) to introduce new Equipment or make changes to existing Equipment (including withdrawing it) and/or how we provide it (which could include upgrades and improvements);
- (iii) to make technical changes to our Network and/or the technology we use (which could improve our Services);
- (iv) to change your area code or phone number;
- (v) to change how we structure our Charges (which could be a change to what a Charge includes);
- (vi) to make your Agreement with us clearer or easier for you to understand;
- (vii) if we have changed the way we manage our business and/or the cost of running it increases;

(viii) because the cost to us of providing the Services has increased (for example, the businesses we buy from increase their prices);

(viii) to reflect a change to a law, code of practice, regulation, guidance, or responsibility that applies to us; or

(ix) another reason not listed here that we cannot predict right now.

19.2 If we increase our Package Charge or change any other Charges or the terms of your Agreement with us in a way that we believe significantly disadvantages you:

(i) we will tell you (by email to your Registered Email Address) at least 30 days before the change. Sometimes these changes may be outside of our control (for example where they are because of legal, financial, or regulatory requirements). If we need to make changes for these reasons, you will not be able to end your Services without charge, and if we can't give you 30 days' notice of these changes, we'll give you as much notice as possible;

(ii) depending on the change, you may then be able to end the Service affected by it or your Agreement with us (we'll tell you which, in our email to you) without paying any extra charges for leaving early. To do this, you must write (by email or letter) and tell us you want to end the Service or your Agreement (as applicable). You must do this within 30 days after the email we send you about the change;

(iii) if you end any Service (but not the Agreement) in this way, the Agreement will still apply to all other Services, not affected by the change; and

19.3 If we make any other changes to your Agreement with us, we'll do this by amending the relevant Terms or provisions of the Agreement on our Website (and will notify these changes to you on the home page of our Website from time to time).

19.4 You should check our Website from time to time to take note of any changes we made to these Terms, as they can affect your Agreement and are legally binding on you. Sometimes a notice or other provision on another part of our Website might replace part of these Terms.

20. DATE

These Terms are effective from 01st of May 2020.

21. DEFINITION OF THE WORDS USED IN THESE TERMS

In these Terms, the following words and expressions shall have the meanings given to them below:

"Acceptable Usage Policy" means our Acceptable Usage Policy.

"Account" means your account with us, with the details you provided to us when you ordered our Services and other information about your Services. You can ask about your Account if you contact Customer Support.

"Activation Charge" means the activation charge as set out in our Charges and Fees for Residential Customers.

"ADR Service" means an alternative dispute resolution service as described in Clause 17 ("Complaints").

"Additional Equipment" means any equipment you might purchase from a supplier other than us (whether not this supplier is recommended by us).

"Additional Services" means any extra Services and features we provide you in connection with our Internet Service and/or Telephone Service, from time to time.

“Additional Telephone Packages” means any extra packages available for your Telephone Service from time to time.

“Agreement” means the Agreement for our Services, between you and us, as described in Clause 2.6 (“These Terms of Service”). “Applicable Law” means any law, statute, bye-law, regulation, order, regulatory policy, guidance, standard or industry code, rule of court or directives or requirements of any government or regulatory body, delegated or subordinate legislation or notice of any government or regulatory body and the common law and the law of equity that applies to the Agreement, our Services, you or us, from time to time.

“Call Charges” means the call charges payable when using our Telephone Service.

“Charges” means any or all charges payable to us in connection with our Internet Service, our Telephone Service, any other charges for Additional Services as listed in our Guide to Charges and Fees for Residential Customers.

“Complaints Code of Practice” means our Complaints Code of Practice.

“Cooling-off Period” means the period of 14 days, starting on the day after we send you our Order Confirmation.

“Customer” means you, our residential customer.

“Customer Support” means our customer support team (see Clause 16 (“How We Contact Each Other”).

“Customer Support Centre” means the online customer support centre, which Customers can access via their Account on our Website.

“Equipment” means any telecommunications or other equipment (including the Fibrus Smart Home Hub, cables and accessories, faceplate, media converter and cabling) we supply you to help you use our Services (including upgrades and replacements to these items). It does not include any equipment you may purchase from an alternative supplier.

“Home” means the address that you give us in your Order which is where we then install our apparatus (including the Equipment) and agree to provide you with our Services in accordance with your Order.

“Home Working” means (i) you using our Services at Home for business purposes while working away from your usual place of work; or (ii) you or others in your small business (meaning a business with ten or less employees) which you operate from Home, using our Services for your work.

“Fibrus Smart Home Hub” means the router we supply you through which you can connect your devices (such as your computer or mobile) to our Network.

“Installation Fee” means the fee for installing access to our Services at your Home, as set out in our Charges and Fees for Residential Customers and in Clause 8.2 of these Terms.

“Internet Service” means access to our “always on” internet service, which includes the features of the package you chose. This could be our 100Mb Fibre Broadband package, 300Mb Fibre Broadband package, or 1Gb Fibre Broadband package (whether for a Minimum Period or with a Monthly Rolling Package), each as described on our Website.

“Minimum Period” means the minimum commitment period (if there is one) for which you agree to keep the Services you order from us. It starts on the Services Start Date for each of the Services set out in your Order Confirmation. If you end the Services before this Minimum Period finishes, you’ll have to pay a Service Termination Fee (which is charged as set out in our Charges and Fees for Residential Customers), unless you change package to one with a longer Minimum Period, as

set out in Clause 6.4. We may change the Minimum Period for any Service, but this will not affect you if you have already received your Order Confirmation for that Service.

“Network” means the network we use to provide our Services to you.

“Order” means the order you make and/or send us for the supply of our Internet Services and/or Telephone Services and/or any Additional Services.

“Order Cancellation Fee” means the one-off fee, paid on demand if you ask us to provision your Order during the 14-day Cooling-off Period (at which time you’ll also have accepted responsibility to pay us any Order Cancellation Fee if one applies to you) and then cancel your Order within that same Cooling-off Period (see Clause 7.7). The Order Cancellation Fee will include any Call Charges (which are not free of charge) incurred by you during the Cooling-off Period and may also include any installation and/or Equipment costs incurred by us in provisioning your Order (as set out in Clause 6.6) before you cancelled it.

“Order Confirmation” means an email from us, after you have placed an Order for our Services, confirming that we have accepted your Order.

“Order Form” means an electronic order form which a Customer fills in and submits to create an Order, where that Customer cannot place or confirm an Order online.

“Package Charge” means the charge you pay every month, in advance (for the period ahead), for us providing you with your Internet Service and/or Telephone Service package, as set out in your Order Confirmation. You will still have to pay any Call Charges that are not included in your Package Charge.

“Privacy and Cookie Policy” means our Privacy and Cookie Policy as amended from time to time.

“Re-activation Fee” means a one-off fee, which you must pay if we ask, to re-activate your Services after they have been ended or suspended. You can find more details on this fee in our Charges and Fees for Residential Customers.

“Registered Email Address” means the email address that you’ve registered with us as part of your Account information (as described in Clause 11.4 (“Your Obligations”)).

“Replacement Items Fee” means the one-off fee which we may ask you to pay if we need to repair or replace any of the Equipment, we provided you with. Details of this fee are set out in our Charges and Fees for Residential Customers.

“Service Activation Email” means an email from us, after we have fulfilled your Order confirming that we have activated your Services.

“Services” means our internet and telephone related services which are ordered by you and provided by us under your Agreement with us. These services could be any of our Installation-only Service, our Internet Service, our Telephone Service, and any Additional Services.

“Services Outage” means a failure or disruption in the Services.

“Services Start Date” means the date on which we activate the Services you order from us, as set out in Clause 7.1 (“Term of Agreement, Suspension, Restriction, and Termination”).

“Service Termination Fee” means the one-off fee, which we may ask you to pay if you cancel your Services before the end of the Minimum Period. Details of this fee are set out in our Charges and Fees for Residential Customers.

“Static IP Address Fee” means the fee you pay monthly in advance (for the period ahead), if you ask for, and we give you, a static IP address. Details of this fee are set out in our Charges and Fees for Residential Customers.

“Terms” means these Residential Customer Terms of Service for Customers purchasing any of our Services.

“Telephone Service” means our telephone over internet service. Our Customers can use this to make phone calls which are recognised by the public switched telephone network (PSTN). The Telephone Service you purchase from us will include the features described on our Website. It will also include any Additional Telephone Packages you have added to your chosen package.

“Website” means www.fibrus.com or any other replacement website address we may tell you.

“Working Day” means any day other than a Saturday or a Sunday or a public holiday in Northern Ireland