

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 Networks Ltd (“Fibrus”) is an internet service provider (“ISP”). We are a limited company registered in Northern Ireland, company number NI612703. Fibrus is regulated in the UK by Ofcom. Fibrus is a member of the UK Internet Service Providers Association (“ISPA”) and Ombudsman Service. These terms also incorporate services provided by Fibrus Ltd, which are now provided by Fibrus Networks Ltd.

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 any of the following services: Installation-only Service; Internet Service; Telephone Service; and/or any Additional Service (we refer to all these as “Services”).

2.2 The Services may include (depending on the relevant package): internet access using Fibrus 150Mb 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 network outages, power disruptions and other failures to 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 or relies on our Telephone Service. You understand and accept that you should always have an alternative way to call 999/112 emergency services (whether by using the existing copper wire phone line to your Home or other communication). 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, please do let us know by contacting Customer Support.

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 inform you if your Order has been rejected. If this happens, we are under no obligation to explain why your Order is rejected or why Fibrus is unable to provide you with any Services you requested. If we do send you an Order Confirmation, your Order, and the Agreement for Services with us becomes legally binding on you and us from the date of our confirmation.

3.8 When you place your Order, you may need to arrange for installation of the necessary Equipment for the Services, 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, 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 the Equipment and if it is damaged in your care you may be liable to pay the relevant cost of repair or to replace the Equipment. The Equipment must always remain at your Home, even if you leave your Home or stop using our Services (and on termination you should 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 under Clause 6.6 (“Installation and Connection”), you will be charged for the cost of the Equipment provided to you, unless the equipment is returned to Fibrus at your cost unopened and unused within 14 days from the date of cancellation. 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 free of charge as long as the fault was not caused by something which happened whilst the Equipment was in your care. 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 the Equipment is not faulty or the fault was your

responsibility, we may 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, apparatus for your use of the Services at your Home. Apparatus 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 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 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.

5.4 You understand that you are providing us with (and on behalf of anyone else), all consents and permissions required to install the Equipment and services. We are unable to install or provide our Services until we have all the necessary consents and permissions and if you cannot provide us with these then we may end your Agreement with us and you will be responsible for any costs incurred. If this happens, we will refund any Activation Charge you have paid but you will still have to compensate Fibrus for any costs incurred before the Agreement ended.

5.5 You agree that you will not do anything and will prevent any action that may damage or interfere with any Fibrus Equipment or prevent the use of or easy access to that equipment. If any Fibrus Equipment is damaged other than through fair wear and tear, we can charge you for it to be repaired or replaced.

5.6 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.

5.7 If you end your Agreement with Fibrus, or move from your Home it is your responsibility to return all Equipment to us. All Equipment that we supply to you including the Fibrus Smart Home Hub remains the property of Fibrus and you agree not to remove, damage or destroy any Fibrus Equipment other than to return it to us as set out in these Terms. We may require that the Equipment remains at the property for any new occupants. Our Charges are based on all such Equipment remaining in place unless these Terms require you to return any of it to us. If the Equipment 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 the Services or performance of any of the Fibrus obligations under this contract are prevented due to any act or omission by you, we have the right to suspend performance of the Services until you remedy the default and Fibrus has no liability 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 is 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 additional 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 a socket and connection, so enable you to connect to our Network. When you place your Order, we will agree an available date for installation with you. Our standard installation requires that the Fibrus socket is within 10 metres of your front door ["Standard installation"]. If you require the Fibrus socket to be in a particular location, or in one or more rooms at your Home, or you want to move or rewire an existing Fibrus socket, this will incur an additional installation charge ("Bespoke Fitting Fee") (as described in our Charges and Fees for Residential Customers). Our engineer will discuss this with you, including the 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 for use with the Services. 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 do want a static IP address, and there is one available, we may be able to offer this to you although this will be subject to payment of an additional monthly charge.

6.3 The actual speed and performance of your Internet Service will depend on a number of factors, 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. Fibrus 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 which affect the speed and performance of your Internet Service and aim to sort them out as soon as we reasonably can.

6.4 Your contract will be for a minimum commitment period as set out in your Order. This is referred to as the "Minimum Period". During your Minimum Period, you cannot transfer to a new Internet Services package with a shorter Minimum Period.

6.5 Fibrus may terminate the Agreement after receipt of your Order or even after we have sent out 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 within the expected connection date for any reason; or

(iii) for any other reason which makes it difficult or not cost effective to provide the Services.

Fibrus has no liability for any costs or losses which you have incurred in this situation. However, if we terminate your Agreement before connection to our Services through no fault of yours, we will refund any Charges you have paid.

6.6 You have the right as a consumer to change your mind in connection with purchasing our Services and you are entitled to cancel the Agreement within the “Cooling-off Period” set by law. This is a period of 14 days, starting on the day after we send you the Order Confirmation. You can cancel the Services within this period by notifying Fibrus Customer Services. You will not incur any charges for cancelling during this Cooling-off Period except where Fibrus has incurred costs on your behalf or has begun installation as set out in 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 cancel during the Cooling-off Period, you are required to pay an Order Cancellation Fee which comprises the costs of any Call Charges (which are not free under the package you ordered) that you incur up to the date of cancellation (you won’t have to pay any other part of your Package Charge) and 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 from the date of cancellation, or you will have to reimburse us for the full cost of this Equipment 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 compatible with the Fibrus Services. Where you use your own equipment, Fibrus cannot guarantee the performance of the Services which may be affected by your equipment.

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

6.9 Where your services are provided by Fibrus as part of a government fibre incentive scheme, and the costs of your installation are paid for by the Northern Ireland DCMS voucher scheme, you are required to complete the 2 stage voucher scheme notification and confirmation to DCMS which will enable Fibrus to recover the costs of installation. If you fail to complete the 2 stage DCMS notification and confirmation, Fibrus reserves the right to add to your Charges the full installation fibre and services installation fees which otherwise would have been received by Fibrus from the DCMS.

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 begin 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. Following expiry of the Cooling-off Period (save as set out in 7.2 below) you are not entitled to terminate the Services during the minimum Period, save where Fibrus is in material breach of the terms of our Agreement with you.

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 by giving a minimum of 30 days notice. Your Service(s) 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.

7.4 Fibrus may terminate the Agreement or restrict, or suspend some or all of your 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.

7.5 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 being used in an inconsistent way compared 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 confirm 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.

7.6 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.

7.7 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.

7.8 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.

7.9 If we end your Services then unless we do this for no reason, you will still have to pay the Charges for your Services, for 30 days from the date of termination.

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

Returns, Fibrus Networks Ltd., Lanyon Plaza, West Tower, 8 Lanyon Place, Belfast, BT1 3LP

You are responsible for ensuring that the Fibrus Smart Home Hub reaches us in good working order. If we don't receive the Equipment from you within 14 days after the date of termination or if such Equipment is 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 receive 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 Fitting Fee).

Where your services are provided by Fibrus as part of a government fibre incentive scheme, the costs of your installation may be paid for by the Northern Ireland DCMS voucher scheme. For this scheme to apply you must complete the 2 stage voucher scheme notification and confirmation to DCMS which will enable Fibrus to recover the costs of installation. If you fail to complete the 2 stage DCMS notification and confirmation, Fibrus reserves the right to charge you the full Installation Fee which otherwise would have been received by Fibrus from the DCMS.

Order Cancellation Fee – One-off Charge, paid on demand if you ask us to provision your Order immediately or during the 14-day Cooling-off Period 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. This order cancellation fee will also apply if you want to cancel outside of your cooling off period, prior to installation of the Services.

Payment Return Fee - You will be charged 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, in consideration of Fibrus providing you with your Internet Service and/or Telephone Service. All Customers shall 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 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 may only pay your Charges to us by direct debit, except to pay for an Installation-only Service or for Call Charges for our Telephone Service where you are close to your Call Charges limit. In this case you can use an approved debit or credit card for payment. 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.

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

8.6 Fibrus can increase our 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”). If you do not accept the change, you are entitled to end the Agreement where our change to the Charges or to the Services significantly disadvantages you.

8.7 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.

8.8 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 investigate your dispute.

8.9 Other than as set out in Clause 8.8 and where we accept that there might be a genuine mistake regarding the Charges, you must pay us all sums you owe us in full unless there is a separate legal right not to.

8.10 We will charge interest (at 4% per annum above Barclays Bank plc’s base rate at that time) on any 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).

8.11 If we do not receive full payment for the Services provided to you, we may suspend or terminate your Services and take any appropriate action to recover the outstanding amount that you owe to Fibrus (which will include any costs we incur in collecting your debt to us). We will write to you at your Registered Email Address to tell you before we do this.

8.12 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 disruptions to your 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")). Where we have a right to suspend or terminate your Services, we are not responsible for any costs or losses you might incur because your telephone or internet service has been cut off. This is your responsibility, and we will only take such action where you are in breach of your obligations to us. We are under no obligation to give you prior notice of suspension or termination unless it's because you haven't paid us what you owe (when we'll let you know of the default 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 sign up for a new Minimum Period for Services at your new home which 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.

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 make 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 could not 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 are liable for up to a maximum of £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 under this Clause 13.3, then except in relation in 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 contract 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 assign our contract with

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 customerservice@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 customerservice@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: customerservice@fibrus.com

Customer Service: 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 cannot give you 30 days' notice of these changes, we will 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; and
- (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.

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. YOUR INFORMATION

21.1 As part of our Services to you, Fibrus will collect and process your personal information. The Fibrus Policy on our website sets out how we handle the information we receive from customers and everyone who uses our products and the Services. We take this seriously and will always treat this information properly with the utmost respect and care.

21.2 We are under a legal obligation to let you know what personal information we collect about you, what we use it for and on what basis. We always need a good reason and we also have to explain to you your rights in relation to that information. You have the right to know what information we hold about you and to have a copy of it, and you can ask us to change or sometimes delete it. This has been written in line with our obligations under the General Data Protection Regulation 2016 and the Data Protection Act 2018 as they apply in the UK.

21.3 The reasons we collect information are set out in our privacy policy, but we are not telling you all this just because we have to. As a communications provider, most of what we do – from connecting calls to developing and promoting our services – involves using personal information. And we believe that it is very important for our customers to trust us with that information. We want you to be confident that we will keep it secure and use it both lawfully and ethically, respecting your privacy.

22. 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 150Mb 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