



## Broadband Provision Agreement

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### Cirrus Blue Ltd TA Cirrus Connect Terms of Service

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#### 1.1 What is this Document?

This document contains your Terms of Service (TOS).

It is an agreement between you and Cirrus Connect, explaining the rights and responsibilities of Cirrus Connect and you as a Cirrus Connect customer.

By ordering a service from Cirrus Connect, or by using equipment provided by Cirrus Connect, you accept the terms and conditions contained in this agreement and agree to comply with its requirements. Cirrus Connect is also bound by this agreement, although Cirrus Connect has the right to update the terms of service and other policies with conditions.

We have done our best to make this document and other Cirrus Connect policies clear and understandable.

#### 1.2 Definitions

Customer, I, You, Your: means a person, a company, or legal entity who subscribes to a service provided by Cirrus Connect

User: Also refers to a person, company or legal entity who subscribes to a service provided by Cirrus Connect, but also includes someone who also uses the same service

Service: Any service provided by Cirrus Connect

Equipment: Any hardware or device provided by Cirrus Connect for use by a customer

Cirrus Connect, We, Us, Our: Cirrus Connect, 19 Canonsfield Werrington Peterborough PE4 5AQ

#### 1.3 Scope of this Agreement

This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the United Kingdom. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement, which incorporates by reference the Cirrus Connect Acceptable Use Policy and Privacy Policy embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Cirrus Connect may amend the terms and conditions of this Agreement by giving you thirty (30) days' notice. This notice may be in writing or may appear online or by email to your chosen email address. This Agreement is subject to modification by any authorised regulatory agency. Cirrus Connect may assign this Agreement without limitation, but you may not assign this Agreement without Cirrus Connect's prior written consent. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns.

#### 2.1 Your Responsibilities

You agree to purchase an Internet Service from Cirrus Connect, in accordance with the terms and conditions of this agreement.

#### 2.2 Customer Responsibility

You have certain responsibilities as a party to this agreement. Section 2.4 describes Cirrus Connect's responsibilities. You acknowledge that you accept this Agreement on behalf of yourself, your users and all persons who use the equipment and/or service through the equipment. You have the sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this agreement. You acknowledge and agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this agreement, whether such breach is the result of the use of the Service and/or Equipment by you or another user. You agree to use your Cirrus Connect supplied service from your own premises. You agree to provide Cirrus Connect with accurate and complete billing information, including your legal name, address and telephone number. If your address, phone number, name or other billing information changes, you will notify us of the changes within 30 days. By ordering and paying for a Cirrus Connect account, or by using the Cirrus Connect service, you confirm that you are 18 years of age or over, or that you have consent of a parent or legal guardian to use the service.

#### 2.3 What happens if I break this agreement?

If you break a term of this agreement, Cirrus Connect may temporarily suspend or permanently close some or all of your service. Cirrus Connect alone makes this decision. Suspending or closing your service does not limit Cirrus Connect's remedies or incur any liability to you (that is you don't have to be credited down time as a result of you defaulting). "Default" means failure on your part to comply with this agreement. This includes getting behind on your payments and breaking the provisions of this agreement or associated policies, but is not limited to these situations. If you use your own equipment with service provided by Cirrus Connect in violation of any of the provisions of this agreement, Cirrus Connect will notify you and take such action as is necessary for the protection of the service for use by its other customers. This may include disconnecting your service. Cirrus Connect reserves the right to charge a disconnection and/or reconnection fee for any break in service.



#### **2.4 Cirrus Connect's Responsibilities**

Cirrus Connect has certain responsibilities as a party to this agreement. Section 2.2 describes your responsibilities. Cirrus Connect agrees to provide you with the service and required special equipment, provided that you comply with all the terms and conditions of this agreement. Cirrus Connect also agrees to maintain the equipment provided by us. Section 6 details the terms over equipment. We will do our best to provide uninterrupted service. However, like any other telecommunications service provider, the service may experience temporary slowdowns or interruptions caused by:

- Overload
- Abuse
- Equipment modifications, upgrades, relocations, repairs, and similar necessary activities
- Disasters (see "force majeure" in another section)

Cirrus Connect will provide basic instructions on how to use the service. These instructions will appear on the Cirrus Connect website. You are also entitled to technical support for the Cirrus Connect provided equipment or service via phone or email – during the Cirrus Connect support hours. We cannot provide technical support for any hardware, software or operating systems not provided by Cirrus Connect. If a Cirrus Connect technician or representative is asked to provide support or repair for software or hardware that is not supplied by Cirrus Connect, a callout charge and labour charge may apply. If Cirrus Connect's service cannot be made to work at your location because of distance, hills, trees, or any other cause, you will be refunded 100% of any payments you have made to us, subject to this agreement. You must return the equipment in good condition. Cirrus Connect has no other liability if your location proves impossible to provide the service for.

#### **3. Force Majeure (Disasters, Etc.)**

Neither you or Cirrus Connect is liable for any delay or failure in performance of any part of this agreement caused by any event beyond your, or our, control, and without your, or our, fault or negligence. These events include, but are not limited to, the events known legally as "Force Majeure". Force Majeure refers to a number of situations that could affect you and Cirrus Connect in performing your, or our, obligations.

- acts of civil or military authority
- terrorist acts
- nuclear accidents
- inability to secure transportation facilities, hardware or software products, or services of other persons
- government regulations
- riots
- strikes
- acts or omissions of transportation or common carriers
- embargoes
- insurrections
- extended power blackouts
- natural disasters
- epidemics
- fires
- severe weather conditions
- environmental disturbances
- war
- explosions
- legal and/or regulatory constraints

If a Force Majeure condition occurs, the party injured by the other party's inability to perform has two options (detailed below). The injured party has 30 days to choose which one. If the injured party does not inform the other within 30 days of being notified of a Force Majeure situation, the second option goes into effect.

Option One: The injured party may terminate the agreement if such Force Majeure condition results in a delay or failure to perform which continues for more than 30 calendar days.

Option Two: The injured party may suspend the service for a duration of the delaying cause and buy a similar service. After the emergency is over, this agreement and service will continue.

#### **4.1 Paying for your Cirrus Connect service**

The price you will pay Cirrus Connect is the monthly rate, and other fees and charges such as toll calls, and data overage fees associated with the service and equipment including applicable taxes as established from time to time by Cirrus Connect. Cirrus Connect reserves the right to modify the rates, fees and charges at any time. You have the right to be notified of price changes at least 30 days before the new rate takes effect. You acknowledge that you may incur additional charges while using the service. If you make purchases over the internet, those transactions are between you and the seller, and have nothing to do with your relationship with Cirrus Connect.



#### **4.2 Payment**

Cirrus Connect will charge your bank account (Direct Debit) periodically, as agreed when you signed up for the service. You will be sent an invoice by email before the payment is due. Payment will be deemed made when received by Cirrus Connect. If a payment is declined by the payment service, it will be reattempted after 2 days. Should Direct Debit be unavailable, other payment methods can be utilised such as Cheque, Standing Order and BACS.

Cheques are payable to Cirrus Connect, and should be sent to: 19 Canonsfield Werrington Peterborough PE4 5AQ  
Bank Deposits may be deposited into: Barclays Bank Cirrus Blue LTD 20-67-40 23365263

If your account becomes overdue, you may receive a notice by email. At this time, Cirrus Connect may take steps to reduce the service supplied or temporarily suspend the service and apply any applicable disconnection and/or reconnection fees.

If your account becomes more than 30 days overdue, Cirrus Connect may apply 4.5% per annum interest to the balance.

Cirrus Connect does not issue refunds for prepaid services less than 6 months in duration.

A service charge of up to £20, will be administered for each cheque that is returned to Cirrus Connect for insufficient funds.

You will get your statement by email to your chosen email address.

It is your responsibility to check your chosen email address for billing information and Cirrus Connect announcements.

#### **4.3 Term**

This agreement becomes effective on the date on which you order your Cirrus Connect service. Your first payment is due at the moment your service is connected. This is also your start-of-service date. Your payments are due on the 1<sup>st</sup> day of every month. This agreement remains in effect for 24 months from your start-of-service date. It will continue on a month-by-month basis after the first 24 months until such time as your Cirrus Connect account is closed by you or Cirrus Connect.

#### **4.4 Credit for Down Time**

Although we intend to maintain your service at all times, you have the right to be credited if through our negligence you lose service via Cirrus Connect for more than 24 hours. In such a case, we will credit you 1/30 of the monthly base charge for each 24 hour period from the time of notice of interruption until the service restoration. The 24 hours must be continuous. You cannot add up shorter periods. To receive credit, you must notify the Cirrus Connect office that your service is not working. Most types of outage do not qualify for credit. Please read the next section for more information.

#### **4.5 Events that don't qualify for credit**

Most temporary service outages do not qualify for credit.

You will not receive credit for problems in the Service caused by your own or others' negligence or wilful act (except as provided above) or for problems caused by weather or disaster-like situations. Please see Force Majeure. "Wilful acts" include system failures caused by viruses, "hacking," "cracking," and other forms of remote malice.

You will not receive credit for loss of connectivity caused by technicians working to modify or repair Cirrus Connect's equipment.

You will not receive a credit for interruptions lasting less than 24 hours. Cirrus Connect may, however, issue credit on a case-by-case basis at Cirrus Connect's discretion.

If you believe that Cirrus Connect has billed you in error, you must contact us or call within 30 days of the invoice or statement date. Refunds or adjustments will not be given for any charges more than 60 days old.

#### **4.6 Deposit**

Cirrus Connect may require a deposit to commence the supply of service. If a deposit is collected, it may be used as payment towards your first invoice.

#### **5.1 Closing your Account**

To close your account, you must notify Cirrus Connect. To add or remove services, or close an account, you must identify yourself to Cirrus Connect's satisfaction. This is to protect unauthorised changes by other persons to your account.

If you wish to cancel or close your account and terminate this agreement before it expires, an early termination fee of £150 plus, the remainder of fees due until the contract end date may be charged. If you continue to subscribe beyond the initial 24 months, you must provide 30 days' notice to the closure of your account. Services will still be charged during this time.



## **5.2 Upon Termination of this Agreement or your account**

You agree that upon termination of this Agreement:

You will pay Cirrus Connect in full for your use of the Equipment and the Service up to the effective date of termination of this Agreement or the date on which the Service and Equipment have been disconnected and returned to Cirrus Connect, whichever is later. You will not receive a refund if you terminate service part-way through any given month.

You will allow Cirrus Connect employees or contractors to access your premises to remove the Equipment. This may mean coming in your house and climbing on your roof. We agree to arrange a time that is convenient for you, and a Cirrus Connect technician.

You will return all of the Equipment to Cirrus Connect. Not returning the equipment in good condition is considered a default.

## **5.3 Credit for closed accounts**

If you cancel your Cirrus Connect service, we will refund that part of your latest payment which covers service up until your next invoice date excluding the 30 day notice period. Your setup and installation fees are non-refundable. You will always be refunded at the rate you paid. That is, if you received a discount, you will be refunded at the discount level, not at the standard level.

## **6.1 Computer Equipment**

You are responsible for your own equipment that you use with the Cirrus Connect service. For this agreement to be valid, your computer must meet minimum requirements (as determined solely by Cirrus Connect). It must:

- Be technically and operationally compatible with the Service
- Be compliant with applicable Radio spectrum Management rules and regulations

## **6.2 Home networks**

You may access the Internet via Cirrus Connect from secondary computers on a home or business network within the limits of the Acceptable Use Policy. Your home or business network is not part of your Cirrus Connect Service or Equipment. By accepting this agreement, you explicitly acknowledge that Cirrus Connect will not provide technical support for equipment or software that is not part of the Cirrus Connect Service or Equipment.

Allowing someone to connect to your home or business network from outside your premises and use your Cirrus Connect service is strictly prohibited. If you do this, we will close your account.

Giving someone outside your household or business your Cirrus Connect login name and password is called "account sharing" and is strictly prohibited. This may also incur extra fees on your behalf when your account is logged in twice.

## **6.3 Equipment supplied by Cirrus Connect**

Cirrus Connect agrees to maintain the Equipment in working condition for the lifetime of this agreement. In case of Equipment failure, Cirrus Connect will troubleshoot, diagnose, repair, or replace the Equipment within 48 hours. In some cases diagnosing and repairing equipment can take more than 48 hours. In those cases we will provide a loan set of Equipment to you.

All equipment supplied by Cirrus Connect, except for any item that you buy and pay for in full, remains the property of Cirrus Connect. You may not mortgage, sell, transfer, lease, encumber, or assign all or part of the equipment.

If you lose or break the equipment, or turn it over to someone else as described in the previous paragraph, you must pay Cirrus Connect the full retail cost of the repair or replacement. If Cirrus Connect spends money in the effort to get the equipment back, you must also pay those costs.

You will not modify, tamper with, or move the Equipment. If you need the equipment moved, you must contact Cirrus Connect and ask to have a technician or contractor move the equipment for you. You may be charged for the callout, labour and materials required to move the equipment.

If equipment, including network components, is moved or modified by anyone other than Cirrus Connect personnel (employed or contract), and damage to the equipment results so that Cirrus Connect personnel or contractors are called out to your location to repair or replace it, you will be charged at £75 per hour for the visit in addition to any other charges specified in the Terms of Service.

You authorise Cirrus Connect and its employees, agents, contractors and representatives to enter your premises in order to install, maintain, inspect, repair, and remove the Equipment. Cirrus Connect agrees to arrange a mutually convenient time with you for these activities.

## **7. Specifics to Telephone Service**



Because your telephone service may be supplied using the Cirrus Connect digital network, there may be some limitations to your telephone service. Fax and other digital devices that use analogue signals may not be supported. This includes some monitored alarm system.

Cirrus Connect provides 999 connections as a best effort. The 999 operator is not able to geographically locate you over your VoIP service. We suggest keeping a mobile phone handy as an alternative.

During a power cut, telephone service may be suspended. Cirrus Connect takes steps to try and ensure its network has backup power supplies but cannot guarantee this. Equipment based at your address may not operate during a power cut unless a backup power supply or UPS is used. A UPS is a separate device, has upfront costs involved and must be purchased separately.

### **8.1 Limitation of Liability**

Cirrus Connect SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION NOT WITHIN THE COMPLETE CONTROL OF Cirrus Connect, NOR SHALL Cirrus Connect BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY YOUR OR YOUR USERS' EQUIPMENT. YOU (THE CUSTOMER) AND YOUR USERS HEREBY RELEASE Cirrus Connect FROM LIABILITY ARISING FROM ANY CONTENT ACCESSED VIA THE SERVICE. Cirrus Connect's PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMMOTIONS, ACTS OF GOD, OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. Cirrus Connect SHALL NOT BE LIABLE IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR (THE CUSTOMER'S) OR YOUR USERS' EQUIPMENT, RENDER THE SAME OBSOLETE, OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL Cirrus Connect BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC. THE LIABILITY OF Cirrus Connect FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAYABLE BY YOU (THE CUSTOMER) UNDER THIS AGREEMENT FOR THE SERVICE DURING THE PERIOD SUCH DAMAGES OCCUR. Cirrus Connect MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICE, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY, AND ANY OTHER WARRANTY IMPLIED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, Cirrus Connect SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO THE FOLLOWING CIRCUMSTANCES:

**8.1.i. Eavesdropping.** Cirrus Connect uses an encryption technology to transmit data. Even so, there is a slight risk that you could be subject to "eavesdropping." This means that other parties may be able to access, monitor, and/or decode your traffic. This risk of eavesdropping exists not only over Cirrus Connect's network, but also on the Internet and all other electronic data networks. Because of this risk, you should not send any sensitive or confidential information, such as credit card numbers or other financial information, medical information, or trade secrets, over the network except via secure technologies such as SSL (secure, encrypted web pages). Any information you send over the network is sent at your sole risk.

**8.1.ii. Home & Business Networks.** Your home network is not part of your Cirrus Connect service. Any security risks associated with your wireless or wired home network are independent of the Service. Cirrus Connect has no responsibility for the security or operation of computer equipment other than the Cirrus Connect owned equipment.

**8.1.iii. FTP/HTTP/P2P Server Setup.** If you install an FTP server or an HTTP server on a computer connected to the Internet, other people may be able to gain access to your computer. If you run any such applications, you must take the appropriate security measures. Cirrus Connect reserves the right to limit the use of server software. Cirrus Connect has a right to claim economic damages from you if you violate the Cirrus Connect Terms of Service or its associated policies and cause Cirrus Connect significant economic harm.

### **8.2 Indemnity**

You and your users shall indemnify and hold harmless Cirrus Connect from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to third parties, relating to or arising from the use of the Service by you, your users, or others using your access, whether or not you know of or have authorised such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement (where you or your users have used, connected, or combined the Service with the products or services of others), negligence, or tortious behaviour.

### **9.1 Intellectual Property**

**Ownership of Newly Developed Systems:** All past, present, and future computer programs, software, drawings, diagrams, specifications, and other materials licensed or developed by Cirrus Connect or its suppliers, in connection with delivering the Service, whether or not developed at your specific request, remain the property of Cirrus Connect. You do not acquire sublicense or rights in these items by virtue of this Agreement or the provision of the Service.



Service Marks and Trade Names: Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for you to use the name, trademarks, service marks, or trade names of the other party for any purpose whatsoever. If either you or Cirrus Connect intend to use the other's corporate or trade name, logo, trademark, or service mark in any kind of published material, you must show the proposed use to the other party and get their approval in writing before you publish or release the material. This requirement covers advertising, sales promotions, press releases, or other publicity matter relating to this Agreement.

**9.2 Acceptable Use Policy**

This policy is a separate policy document and its terms and policies are included within the terms of this agreement.

**9.3 On peak / Off-peak**

Some plans may have an off-peak data allowance. Off-peak data is counted at 1am to 6am. On peak data is all other times. This may vary depending upon your plan specifications.

**10. Important Final Notes**

- This agreement is for 24 months
- If you wish to cancel or terminate the agreement before 24 months has passed, a £150 disconnection fee will apply
- When the agreement is cancelled or terminated, Cirrus Connect will remove all equipment supplied by us
- If the agreement is not terminated after 24 months from the start-of-service date, it continues on a monthly basis
- 30 days' notice must be given if you wish to cancel or terminate the agreement
- If you cancel before the end of your agreed term, you will still be liable for all monthly payments until the contract period has expired

**Signed**

**Cirrus Connect**

Name: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer**

Name: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Tel: \_\_\_\_\_

Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

**Service**

Contract Term: [ \_\_\_\_\_ ]

Monthly Cost: [ \_\_\_\_\_ ]

Installation Cost: [ \_\_\_\_\_ ]

Additional Hardware [ \_\_\_\_\_ ]

Max DL Speed: [ \_\_\_\_\_ ]

Max UL Speed: [ \_\_\_\_\_ ]

Static IP: [ \_\_\_\_\_ ]

Term Start: [ \_\_\_\_\_ ]

First Payment: [ \_\_\_\_\_ ]