hSo Terms and Conditions and Acceptable Use Policy

Part A General Terms and Conditions

These General Terms and Conditions apply to the provision of all HighSpeed Office Services.

1.0 Terms and Conditions

1.1 The following outlines the Terms and Conditions under which the Services (as defined below) will be delivered to the Customer. These Terms and Conditions will form part of the "Agreement" as defined below.

1.2 All terms used in this Agreement have their ordinary meaning, unless otherwise defined in our Terms and Conditions.

2.0 Definitions

2.1 For the Purposes of the Agreement the words below have the following meanings:

"A Number" means the originating calling line identification (CLI) presented when making outbound calls**.**

"Abortive Visit Charge" means a charge incurred by you under the circumstances set out in Clause 40, and calculated in accordance with our hourly labour charge rates prevailing on the date we become entitled to levy the charge;

"Acceptance" means the earlier of the following occurrences: you signing and returning to us a Certificate of Acceptance in respect of a Service, or you starting to use the Service. If neither of these events happens within two days of us advising you that the service is ready for you to use, you will be deemed to have accepted the service on the date on which the Service was ready for you to use, we may sign the Certificate of Acceptance on your behalf.

"Agreement" means the Customer Order Form ("Order Form") together with these Terms and Conditions, our Acceptable Use Policy, and any Schedules attached thereto and, where applicable, hSo' Access to Colocation Facilities, Environmental Controls and Power Usage Policy;

"Annual Power Usage Allowance" means for users of hSo: HOSTING, the maximum permitted usage of power per Footprint in our colocation facilities in any 12 consecutive month period as set out in our Access to Colocation Facilities, Environmental Controls and Power Usage Policy;

"**Bulk Email**" means a group of more than 5000 Email messages with substantially similar content sent or received in a single operation or a series of related operations; "BT End User Access Line" means for services provided over DSL technology, the copper pair between the BT local serving exchange and the BT termination point at the customer site;

"**Confidential Information"** means any information which is disclosed by one party to the other under this Agreement, and which is marked confidential, or which in the circumstances surrounding its disclosure ought reasonably to be treated as confidential, including without limitation, information about either party's business, prospective business, technical processes or data, computer software (including source codes and object codes), intellectual property rights, know how or finances, dealings or affairs, price lists, or names and addresses of customers, suppliers or agents (both current and those who were customers or suppliers during the previous two years), and any and all information which has been or may be derived or obtained from any such information;

"CPI" means the published Office for National Statistics Consumer Price Index rate percentage (but excluding any negative rate percentages)

"**Customer"** means the individual or legal entity stated on the order form;

"**Customer Preferred Date"** means the date upon which you have requested that HighSpeed Office Service(s) will be ready for you to use and which we will use reasonable endeavours to meet;

"**Customer Premise Equipment" "CPE**" means equipment that we may provide at your site for the provision of Service(s) including without limitation telephone handsets for hSo: Managed Voice, and routers for hSo: ADSL;

"**Due Date**" means the 15th day following the Invoice Date in question;

"**Electricity Excess Fee**" means the per Kw/h charge, applying from time to time to be paid in respect of electricity consumed by Customer using hSo: HOSTING in excess of the Annual Power Usage Allowance specified in hSo' Access to Colocation Facilities, Environmental Controls and Power Usage Policy;

"**End User Emergency Services Location Information**" means the end user's calling line identification (CLI) and address details;

"**Footprint"** means a standard area of space in our colocation facilities measuring at least 600mm by 800mm;

"**Force Majeure**" means any cause beyond the reasonable control of a party affecting the performance of its obligations hereunder, including but not limited to: acts of God or public enemy; civil war; insurrection or riot; fire; flood; explosion; earthquake; labour dispute causing cessation, slowdown or interruption of work (not involving the affected party's employees, agents or subcontractors); acts or omissions of third parties for whom the affected party is not responsible, including the failure of third party equipment; governmental act; power, communications or network failures or failures of third party suppliers or licensors. Third party call fraud and / or hacking on a customer's service is excluded

"HighSpeed Office Network" means the physical network operated and controlled by HighSpeed Office up to but not including the interconnection points with other telecommunications networks and ISP networks;

"**Independent Internet Number Resources"** means Internet Number Resources (Autonomous System (AS) Number, Provider Independent (PI) IPv4 and IPv6), Internet Exchange Point (IXP) and any casting assignments directly from the RIPE NCC;

"**Initial Period**" shall be as defined in Clause 10.2;

"**Intellectual Property Rights**" means all rights whether vested, contingent or future in and in relation to, any patents, utility models, trademarks, service marks, moral rights, design rights (whether registered or unregistered), applications for any of the foregoing, copyrights, database rights, proprietary information rights and all other similar propriety rights (whether registrable or not) and all extensions and renewals thereof as may exist anywhere in the world;

"**Invoice Date"** means the date appearing on the hSo invoice in question;

"**Key Authoriser"** means, for the purposes of gaining access to our colocation facilities, a person within your organisation nominated to us in writing, who is able to authorise access for other members of your staff or representatives from time to time by notice to us in writing;

"**Late Payment**" means any payment due to hSo under this Agreement but not received by hSo on or before the Due Date;

"**Malware"** means software programs designed to damage or do other unwanted actions on a computer system including, without limitation, Viruses, worms, Trojan horses, rootkits, backdoors, adware and spyware.

"**Migration Plan"** means the plan agreed between us to migrate you onto our system;

"**Open Relay**" means an Email server configured to receive Email from an unknown or unauthorized third party and to forward Email to one or more recipients that are not users of the Email System to which that Email Server is connected. Open Relay may also be referred to as "spam relay" or "public relay."

"Our Equipment" means the network equipment, systems, cabling and facilities, which we (or our suppliers) provide to you, which will be labelled as such and which you will use only for the provision of the Service(s);

"**Premises"** means the site(s) at which our Service(s) will be provided, as specified in the Order Form(s) in question;

"Quarter" means the inclusive periods January to March, April to June, July to September, and October to December;

"**RIPE Database**" means database operated by the RIPE NCC containing contact and registration information for networks in the RIPE NCC service region.

"RIPE NCC" means Réseaux IP Européens Network Coordination Centre who as Internet Number Registry has the authority to delegate internet number resources in its service region.

"**RIPE Policy"** means policy relating to Internet Number Resources developed, adopted and published by the RIPE NCC.

"**Service Actions**" means changes to the configurations of HighSpeed Office firewalls;

"**Service(s)"** means the service(s) selected and outlined in the Order Form;

"**Spam"** means unsolicited commercial Email;

"**User"** means a computer workstation, email mailbox, unique to a user, or a web filtered pc serviced by the Services.

"Working Day" means Monday to Friday during Working Hours, excluding Bank holidays;

"Working Hours" means 0800 - 1800 on a Working Day;

"VCC" means Veeam Cloud Connect which is the data backup storage and recovery service using managed shared hardware and third-party software, including but not limited to local and object storage, part of hSo: Cloud services

"VDC" means Virtual Data Centre which is the virtualised computing resources service using managed shared hardware and third-party software, including but not limited to local and object storage, part of hSo: Cloud services

"Virus" means a piece of program code, including a self-replicating element, usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable event and which is designed so that it may infect other computer systems; and

"**Your Equipment"** means all equipment, systems, cabling apparatus and facilities provided by you or purchased by you from us.

3.0 What we will do

3.1 We will provide the Service(s) to you with all reasonable skill care and diligence.

3.2 Our promises are clearly set out in this Agreement and with the exception of these, we make no, and hereby disclaim, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, information contained in catalogues, brochures, leaflets or correspondence, and any warranties arising from a course of dealing, usage, or trade practice. We do not warrant that the Service(s) will be uninterrupted, error-free, or secure.

4.0 What you will do

4.1 You agree that:

(a) The Agreement is personal to you and you will not re-sell, sublease, sub-rent or sub-licence the Service(s) or any part of them;

(b) You will pay to us all amounts due to us in accordance with the Order Form and Clause 5 of these Terms and Conditions, without any deduction or set-off or withholding for or on account of any tax, duty or other charges imposed by any taxing or government authority ("Taxes").

(c) You are responsible for delays in service provision or for any additional costs incurred by you, where such delays or costs are caused by your failure to provide us with accurate information, full access and any technical/personnel help necessary for the installation and maintenance of the Service;

(d) You are responsible for any charges which may be levied by your existing suppliers in transferring service;

(e) The Customer shall provide hSo with all technical data and all other information hSo may reasonably request from time to time to allow hSo to supply the Service to the Customer. Information supplied by the Customer will be complete, accurate, and given in good faith, and such information will be treated as Confidential Information under the terms of this Agreement and you will provide us (and our authorised agents) with such access to Your Equipment and Premises as may reasonably be required to enable us to fulfil our obligations under the Agreement;

(f) You have and will maintain all consents and approvals necessary for you to enter into and meet your obligations under the Agreement;

(g) You will provide a suitable and safe working environment for our staff working at your site, and will maintain an appropriate environment for Our Equipment.

(h) You will only use the Service(s) in accordance with applicable laws and regulations, the Agreement (including our Acceptable Use Policy); and,

(i) You will indemnify us and hold us harmless against all actions, costs, claims, demands, damages, expenses, liabilities, and losses, arising directly or indirectly out of:

- any breach of the terms of the Agreement or any legal or regulatory requirements by you, your contractors, employees or agents;
- any interference with Our Equipment or Customer Premise Equipment by you, Your Equipment, contractors, employees, agents or people under your control (other than due to a breach by us of our obligations);
- the content of your website (including links to other sites) hosted with us, and any information sent and/or received by you (including attachments), your agents and employees over our Network;
- the content of any data stored with us by you, or transmitted over our lines and/or services;
- the Customer's use of the Independent Internet Number Resources assigned to it pursuant to this Agreement.
- any call fraud carried out on your Services;
- third party claims against us which arise from your use of any of our Service(s);
- any breach by you of our Acceptable Use Policy or your infringement of the rights of any other person or party;
- any injury to person or property caused by any product(s) sold or otherwise distributed in connection with our hosting server; and
- any defective product(s) sold from our hosting server.
- any suspension of services by us under clause 13.0
- any penetration testing undertaken by you or an authorised or unauthorised third party
- any loss of our services by us or by you due to any data breaches and or hacking of your services, equipment or systems and any claims made thereto
- any breach by you of any license supplied by us to you

(j) You will pay to us all costs, expenses, demands and damages incurred by us arising either directly or indirectly in the event of and as a result of call fraud or hacking on your service or any event under clause 4.1 (i)

5.0 Payment

5.1 We will invoice you at the rates set out in the Order Form and/ or on our voice tariff sheets, to which VAT at the prevailing rate and other applicable taxes will be added. Billing for a Service will commence on Acceptance. If the Customer pays all charges under this Agreement by Direct Debit, they shall, where applicable under Clause 5.2 be billed monthly in advance rather than quarterly in advance. Failure to pay by Direct Debit will result in the payment terms set out in Clause 5.2 being applicable.

5.2 Rental based Service(s) (e.g. hSo: Access, hSo: Voice (rental component), hSo: Firewall, VDC, SD-WAN, ZTNA, Co-location, HSCN, Broadband (unmetered), hSo Connect, hSo CloudDirect, hSo CloudSecure), and hSo: VPN) will be invoiced quarterly in advance. Usage based Service(s) (e.g. hSo: VCC, IP Transit, metered broadband services and calls on hSo: Voice) will be billed monthly in arrears. For administrative reasons such billing periods may not be calendar months, but the period will appear on the bill. Any set-up or installation charges will be billed upon placement of Order, and one-off charges such as consultancy will be billed after delivery of that service unless agreed otherwise. Maintenance charges and DNS Management charges, where applicable will be billed annually in advance. Electricity Excess Fees will be charged in accordance with advice from our suppliers as to the amount (typically this is annually in arrears). We may agree to work outside normal Working Hours, but reserve the right to make an additional charge calculated on a time and materials basis.

5.3 Any money outstanding after the relevant Due Date will, without prejudice to any other rights we may have, bear interest at the rate of 8% over the Bank of England base rate in force at the date the debt becomes overdue as set out in the Late Payment of Commercial Debts (Interest) Act as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and 2013..

5.4 Where you have Your Equipment with us, we may retain it pending the payment of any outstanding amounts due under this Agreement.

5.5 (a) With the exception of hSo: Voice pricing and PhoneLine+ which we shall amend upon 7 days' notice, unless a change is made pursuant to clause 5.5 (b), we shall amend the prices we charge for our Service(s) effective one month after giving you written notice, provided that you may within 7 days of receipt of a notice of a material price change notify us that you wish to terminate the Service in relation to which the price change applies, such termination to occur on the date on which such price change becomes effective. For the purposes of this clause, "material" means any price change whereby the fees applicable to a particular Service following the effective date of such price change are more than 115% of the fees applicable to that service immediately preceding the effective date of such price change excluding VAT;

(b) We reserve the right to increase prices at any time to match changes to charges from any Third Party Operator/provider (e.g. international call, text or data charges) or changing legal or regulatory requirements (e.g Openreach regulated changes, changes approved by Ofcom or VAT changes) and we will give you not less than one month's notice for any price changes made;

(c) Separate to clause 5.5 (b) we reserve the right to increase prices in line with the Consumer Price Index ("CPI") plus 3.9% on 1 April each year. We will tell you about any price changes and the price increase that will be applied to your services. The increases will be calculated by multiplying your existing charges by the CPI rate plus 3.9%. You have the right to terminate your contract(s) penalty free within one month of the notification if you wish, where the price change is more than 115% of the fees applicable to that service immediately preceding the effective date of such price change excluding VAT.

5.6 Charges in the Agreement for connectivity are indicative and subject to survey prior to service commencement. Where the survey reveals that new capacity or connectivity is required for a Service at a particular site, the price will be increased. You will however be notified of any increase in price for this reason and you may elect to terminate the Service for that site by notice to us in writing within seven days of our notifying you of the increase.

5.7 You acknowledge that hSo has no responsibility for wayleave and you are responsible for, prior to the start of Installation, to grant, or procure the granting by the landlord(s) of the relevant Premises of, a wayleave and shall be responsible for obtaining any relevant wayleave and are responsible for the full amount of any wayleave fees which may be invoiced to you on a pass-through of costs basis.

5.8 We reserve the right to send overdue accounts to a debt collection agency. All charges involved in the collection of overdue accounts shall be payable by you.

6.0 Deposit

6.1 We may request a cash deposit from you before delivery of Service(s) where it is reasonable for us to do so, or at any time thereafter in the event that you make payment beyond due date, we are entitled to suspend delivery of the Service(s) under Section 13.1(a) or, where applicable, you exceed your credit limit. This deposit is due upon demand.

6.2 The level of this cash deposit shall not exceed the total charges, which we might reasonably expect to receive during the term of this Agreement. If you have paid a deposit we may retain this for all or part of the term of the contract. However you may request a review after 6 months.

6.3 If you have paid a cash deposit, we may deduct any unpaid charges from the deposit before returning any balance to you.

7.0 Intellectual Property

7.1 Except for the rights expressly granted herein and the licence granted in Clause 9, this Agreement does not give you any Intellectual Property Rights. We each agree that, except to the extent permitted by law, we will not, directly or indirectly, modify, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

7.2 You may not remove, modify or obscure any intellectual property right notices that appear on Software or that appear during use of the Software

7.3 You will not, without our prior written permission, use our name, logo(s), or trademarks, or those of our suppliers.

8.0 Equipment

8.1 Where you purchase equipment from us, risk of damage or loss to that equipment passes to you upon delivery to you of the equipment. Title however remains with us until you have paid for the equipment in full, and you will not deal with the equipment in any manner inconsistent with our rights as owner.

8.2 Our Equipment and Customer Premise Equipment remain our property at all times. You agree not to do anything that may cause damage to it or interfere with it, including without limitation, moving it, having it repaired or maintained without our consent, or causing attachments other than those approved for connection to it by us in writing.

8.3 Upon termination of this Agreement the Customer shall:

(i) make arrangements for Our Equipment and our Customer Premise Equipment to be returned to us on or before the end of the termination notice period. Failure to do so may result in additional charges being levied by us to the Customer.

(ii) where the Service being terminated is hSo Co-Location and/or hSo Hosting, the Customer must remove any equipment on or before the end of the termination notice period. Failure to do so may result in additional charges being charged by us to the Customer.

(iii) where the service being terminated is hSo VCC or VDC, the Customer must remove any data from the hSo VCC or VDC platform on or before the end of the notice period. Failure to do so may result in additional charges being charged by us to the Customer. hSo will delete all Customer data within 14 days of the end of the notice period.

8.4 Where Customer Premise Equipment or Your Equipment that we are supporting fails, replacements will be handled under the relevant SLA. For ADSL, which has no SLA, you will disconnect the Customer Premise Equipment and send it back to us by registered mail or courier. Upon receipt, we will dispatch replacement Equipment. Where the cause of the failure of Customer Premise Equipment or Your Equipment that we are supporting is judged by us to be caused by other than normal wear and tear, or faulty materials or workmanship including without limitation neglect, accidental or wilful damage, you will be invoiced for the full cost of the repair and/or replacement of the equipment.

9.0 Software and Documentation

9.1 Where we provide you with software as part of the Service(s) ("Software"), we will use our reasonable endeavours to upgrade it as our licensors make appropriate upgrades and enhancements available to us.

9.2 All legal and beneficial rights in any Software and documentation supplied to you remain with us and, where applicable, our suppliers. We grant to you a non-exclusive and non-transferable licence to use the Software or documentation for the sole purpose for which it was intended, and you agree not to reproduce the Software, documentation, or any part thereof, with the exception of a single copy for back-up purposes

9.3 Where necessary, and where we agree to do so, we will purchase software on your behalf to facilitate the operation of the Service(s). This software will be ordered in your name and you will receive the licence. You agree, where necessary, to execute applicable click wrap agreements and to abide by the terms of any/all such licences. Once you have logged into this software, you will be unable to claim any refund for this.

9.4 Any software provided by us under this Agreement is provided with the manufacturer's warranty only.

9.5 The Customer agrees to use Our Equipment and/or Customer Premise Equipment and associated software in strict accordance with any instructions or software licence and we and our third party suppliers will not be liable for any repairs whatsoever or howsoever arising other than as a result of normal and proper use.

9.6 The Customer shall not decompile, disassemble or reverse engineer, the licensed software or any component thereof.

9.7 You are responsible for informing us of your licensing eligibility and for keeping us informed of any changes thereto and you will indemnify us in the event of a breach.

10.0 Term

10.1 This Agreement shall come into effect on the date first appearing on the Customer Order Form.

10.2 The Initial Period of the Agreement shall run from the date of signature of the Customer Order Form by hSo until the latter of either:

(a) 36 months from the date of signature of the Customer Order Form by hSo or such other time period set out in Section 4 of the Customer Order Form; or

(b) 36 months or such other time period set out in Section 4 of the Customer Order Form from the date of Acceptance of the last provisioned Service on the Customer Order Form;

10.3. Upon the expiry of the Initial Period, the Agreement shall be terminable upon sixty (60) days' notice in writing or accordance with clause 14.

10.4 The provisions of Clause 10.3 shall not apply to the hSo managed firewall, hSo secure SD WAN, , Secure Analyser, Secure Manager, Secure Portal, Secure UTM, Secure Branch, Secure Service Edge, Secure Client ZTNA or any Services which include an equipment maintenance Service element or licence, which after the Initial Period will automatically renew for additional one (1) year terms (each, a "Renewal Term") unless a party gives the other party written notice of non-renewal at least sixty (60) days before commencement of the next Renewal Term for a Service(s) which include an equipment maintenance service and/or licence.

10.5 The Customer accepts that where Services include equipment and licences for the equipment, the licences shall renew annually to cover the Initial Period of the Services and/or any subsequent monthly roll-over period of the Services where the Services requiring a licence have not been terminated to end at the end of the Initial Period in accordance with clause 14.1. At the end of the Initial Period of the Services the licences will continue to be renewed annually whilst the Services will continue to be provided on a rolling monthly basis until such time as the Services are terminated in accordance with clause 14.1 and the licence is terminated in accordance with clause 10.4. The Customer accepts that there may be a disparity between the end date of the Initial Period and/or Renewal Term of the Licences and the Services which were not terminated and agrees that they will pay the licence fee equal one hundred (100) percent of the annual recurring charges for the remainder of the Initial Period or Renewal Term of the licence. **11.0**

11.0 Amendments

11.1 We reserve the right to make reasonable amendments to our Terms and Conditions and to our Service Level Agreements by notice to you in writing and/or by publishing them on our website.

11.2 For all existing Orders, any amendments to our Terms and Conditions or to our Service Level Agreements will be effective one month from the date of the amendment.

11.3 Notwithstanding Clause 11.2, the terms of any existing variations to our Terms and Conditions and to our Service Level Agreements previously agreed in writing with Customers which conflict with amendments to our Terms and Conditions and to our Service Level Agreements will continue to apply to the extent of the conflict unless agreed in writing that the existing variations should no longer apply in whole or in part.

11.4 We reserve the right to add, remove or vary in whole or in part any products or services at any time.

12.0 Liability

12.1 We are responsible for insuring Our Equipment and for maintaining public liability insurance in respect of Our Equipment and/or the acts or omissions of our staff, agents or representatives.

12.2 Nothing in this Agreement will exclude or restrict either party's liability: (i) for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment; or (ii) its liability for fraud.

12.3 Subject to Clause 4.1(i), neither party will be liable to the other:

(a) for any indirect, consequential, incidental, or economic loss or punitive damages whatsoever, or in contract, tort (including negligence or breach of statutory duty) or otherwise for loss of income, revenue, business, contracts, goodwill, corruption or destruction of data, damages for loss of data, procurement of substitute goods and services, anticipated savings or profits, whether or not hSo had advanced knowledge of such loss or damages; or,

(b) for any failure to comply with its obligations under this Agreement to the extent that this liability arises predominantly as a result of any act or omission of the other party, including but not limited to the failure by the other party to fulfil its obligations under this Agreement.

12.4 Subject to Clauses 4.1(i), 12.2, 28.1, 29.2, 30.3(a), 32.2, 33.2, 34.1 and 35.2 our liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with the performance of our obligations or the exercise of our rights under this Agreement in respect of all claims or actions will be limited to the aggregate fees and charges received hereunder by us from you during the previous 12 months.

12.5 If we fail to deliver the Service(s) to you to the levels set out in our service level agreements ("SLAs"), you will be compensated as set out in the relevant SLA. The compensation set out in the SLAs is your sole and exclusive remedy and our only liability for any failure by us to provide the Service(s) in accordance with the SLAs or at all.

13.0 Suspension of Service(s)

13.1 We may or may not at our sole discretion and without prejudice to any other right or obligation we may have under this agreement or at law to terminate this Agreement, elect to suspend forthwith the provision of a service or the Service(s) until further notice in the event that:

(a) we are entitled to terminate this Agreement under Clause 14 or we have reasonable grounds to believe that you will not or will not be able to make any payment when it falls due;(b) we are obliged to comply with an order, instruction or request of a Court, Government Department, agency, emergency service organisation or other competent administrative or regulatory authority;

(c) we are required to carry out emergency works to the Network; or

(d) we have reasonable grounds to believe that you are using the Service(s) illegally, fraudulently, or otherwise in breach of this Agreement (including the Acceptable Use Policy and/or the Fair Usage Policy).

(e) we suspect or believe that your service has been hacked or is being used fraudulently by a third party

13.2 In the event that we suspend the Service(s) under 13.1(b), 13.1(c) or 13.1 (d) we will give you as much notice as we reasonably can in the circumstances. This notice will set out the reasons for the suspension and we will use all reasonable endeavours to resume the Service(s) as soon as practicable.

13.3 If we suspend the Service(s) because of your breach, act or omission or that of a contractor or agent or third party on your behalf or under 13.1and its sub clauses you shall continue to pay for the Service(s) during the suspension and will be liable to us for the reasonable costs of suspension and/or the recommencement of Service(s), together with any other loss suffered by us as a result of such breach, act or omission. We shall not be obliged to resume Service(s) until your breach, act or omission has been remedied and you have assured us to our absolute satisfaction that the breach will not be allowed to recur.

14.0 Termination

14.1 Either party may terminate this Agreement or any of the Service(s) at any time upon sixty (60) days' notice in writing, although if you cancel the Agreement prior to the end of the Initial Period or Renewal Term, or if we terminate because of your breach of the Agreement, you will pay early termination charges for each of the services cancelled which will equal one hundred (100) percent of the recurring charges which would have been incurred by you during the remainder of the Initial Period or Renewal Term. In the case of our indirect voice Service the early termination charge shall be calculated as the difference between your spending commitment and the amount you have actually spent during the term of the contract. In the case of Direct Voice, where there are no recurring charges, the early termination charge shall be calculated by multiplying the minimum monthly spend commitment by the number of months remaining on the Initial Period or Renewal Term. In the case of hSo: VCC, the early termination charge shall be calculated by multiplying the minimum committed number of Terabytes by the per Terabyte charge by the number of months remaining to the end of the Initial Period. For DNS Management Service(s) if you cancel the Service(s) prior to the next annual renewal period on 1st April you shall not be eligible for a refund for the remainder of the annual period for the Service(s).

14.2 We may terminate or suspend this Agreement immediately where your Service or your use of a hSo Service causes harm or threatens to cause harm to the HighSpeed Office Network.

14.3 We may terminate or suspend this Agreement or any individual Service(s) immediately where your Service or your use of a Service interferes with or causes harm or threatens to cause harm to the Services of other users or your use of the Service(s) is in breach of the hSo Acceptable Use Policy and/or the hSo Fair Usage Policy.

14.4 Without prejudice to any other remedy available under this Agreement or otherwise and without incurring any additional liability under this Agreement, either party may immediately terminate this Agreement (and all Services arising under it) by written notice, if the other party:

(a) breaches any material term or condition of this Agreement (including any breach by you of our Acceptable Use Policy) and, where the breach is capable of cure, fails to cure such breach within thirty (30) days after receipt of written notice of the breach, except in the case of failure to pay fees after the relevant Due Date, which must be cured within 14 days after receipt of written notice from HighSpeed Office or

(b) makes any arrangement or compromise with its creditors, has appointed or is the subject of any notice of the intended appointment of a receiver or manager, or is the subject of a voluntary or compulsory liquidation (other than for the purpose of solvent reconstruction or amalgamation), administration order or of any proposal for a composition in satisfaction of its debts, ceases to carry on business or suffers any execution or distress over its material assets; or

(c) is prevented from performing its obligations under this Agreement by Force Majeure for a period of thirty (30) consecutive days.

14.5 We may terminate the Service where the Customer allows its systems to be used for Open Relay.

14.6 Upon the effective date of termination of this Agreement, HighSpeed Office will cease providing all Service(s), you will pay us all money outstanding; and within thirty (30) days of such termination, each party will return or destroy (at the option of the other party) all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

14.7 Provisions 4.1 (i) 5, 8, 9, 12, 14, 16, 21, 23, 24, 25, 30.18 (b) 33.2, 34.1 and 35.2 will survive the expiration or termination of the Agreement.

14.8 The Customer has no right to terminate the Agreement for Service(s) in whole or in part pursuant to clause 5.5 (a), 5.5 (b) and 5.6 where the notice to customers is;

(a) exclusively to the benefit of the Customer

(b) of a purely administrative nature and has no negative effect on the Customer (e.g. a change in address or bank details of the provider), or

(c) directly imposed by law (e.g. a change in the rate of VAT).

15.0 Force Majeure

15.1 Except for your obligation to make payments and subject to Clause 14.4(c), neither party will be held liable for failure to perform their obligations under this Agreement to the extent such failure is caused by Force Majeure, provided that the affected party will use all reasonable endeavours to mitigate the effect of such Force Majeure.

16.0 Confidentiality

16.1 Neither party will use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's lawyers, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information, and it will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

16.2 Information will not be deemed Confidential Information if it: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

17.0 Security/Passwords
17.1 Where a HighSpeed Office Service(s) uses a username or password, the password you select will contain both alpha and numeric characters and be of at least 6 characters in length.
17.2 You will take all reasonable steps to keep the username and passwords confidential and will notify us immediately if you have any reason to believe that the password has been or is being used in an unauthorised manner.17.3 Where a HighSpeed Office Service(s) uses multifactor authentication you will keep usernames and/ or passwords and/or passcodes and/or other user security authentication requirements confidential and will notify us immediately if you have any reason to believe they have been or are being used in an unauthorised manner.
18.0 Allocation and Ownership of IP Addresses
18.1 Where we allocate IP addresses to you, you will not acquire any rights in such addresses. We may change these numbers from time to time, but will not do so unreasonably.
18.2 The provisions of Clauses 39.1 to 39.14 shall apply to IP Addresses also.
19.0 Assignment
19.1 The Agreement is personal to you, and you may not transfer it without our prior written consent. We will be entitled to assign all of our rights and obligations under the Agreement to an affiliated company.
20.0 Notices
20.1 Subject always to Clause 20.2, any notice (excluding Customer Agreement and/or Service termination requests/notices) given in connection with the Agreement will be given in writing delivered by hand, first class post, or by electronic mail to our or your registered office as appropriate. Any notice will be deemed received:
(a) if delivered by hand or electronic mail, at the time of delivery or transmission if a Working Day, or else the next following Working Day (provided that a copy of such electronic mail and proof of receipt is sent to the recipient of the electronic mail on the date that the electronic mail is sent); and
(b) if sent by post, on the second Working Day following its dispatch.
20.2 The Customer agrees to provide requests/notices for termination of Agreements and/or Services by completing the hSo Order Termination Request Form available at www.hso.co.uk/ordertermination and returning it to cancels@hSo.co.uk. No other form of request or notice regarding termination of Agreements and/or Services shall be valid.
20.3 We will not provide you with Annual Best Tariff Notifications, or best tariff information for services forming part of a bundle, or End-of-Contract Notifications at the end of a contract period.
21.0 Invalidity
21.1 Should any provision of this Agreement be held by a tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Agreement will remain in full force and effect.
22.0 Entire Agreement
22.1 All Orders shall be subject only to the terms of this Agreement. Any other terms (including service level agreement(s) (SLA's)) appearing on or referred to in any communication by the customer for the purpose of placing Orders shall be ineffective and shall not form part of this Agreement.
22.2 The Agreement is a complete and exclusive statement for the provision of our Service(s). It supersedes all understandings or prior arrangements, whether oral or written and all representations or other communication between the Parties hereto.
23.0 Rights of Third Parties
23.1 Nothing in this Agreement is intended to benefit a person who is not a party to it (a "Non-Party") and accordingly no Non-Party has any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise arising to enforce any term of this Agreement nor is the consent of any Non-Party required for any termination of or amendment to this Agreement.
24.0 Waivers
24.1 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy will be cumulative.
25.0 Applicable Law
25.1 This Agreement shall be construed in accordance with the laws of England and Wales, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
26.0 Data Protection
26.1 Both parties will comply with all applicable requirements of the Data Protection Legislation which shall mean the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (*(EU) 2016/679*) and any other directly applicable European Union regulation relating to privacy, together with any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation ("Data Protection Legislation"). This Clause 26 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
26.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and we are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The scope, nature and purpose of processing by us, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject are set out in the current Privacy Policy published on our web site.
26.3 Without prejudice to the generality of clause 26.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this Agreement.
26.4 Without prejudice to the generality of clause 26.1, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this Agreement:
26.4.1 process that Personal Data only on your written instructions unless we are required by the laws of the UK or any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data ("Applicable Laws"). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
26.4.2 ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
26.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
26.4.4 not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
26.4.4.1 you or we have provided appropriate safeguards in relation to the transfer;
26.4.4.2 the data subject has enforceable rights and effective legal remedies;
26.4.4.3 we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
26.4.4.4 we comply with reasonable instructions notified to us in advance by us with respect to the processing of the Personal Data;
26.5 assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
26.6 notify you without undue delay on becoming aware of a Personal Data breach;
26.7 at the written direction of you, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Personal Data; and
26.8 maintain complete and accurate records and information to demonstrate our compliance with this Clause 26.
26.9 Where you consent to us appointing a third-party processor of Personal Data under this Agreement, we confirm that we have entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 26. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this Clause 26.
26.10 Either party may, at any time on not less than 30 days' notice, revise this Clause 26 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
26.11 You agree and acknowledges that we are reliant upon you for direction as to the extent to which we are entitled to use and process Personal Data disclosed by us. Accordingly, we shall not be liable for any claim brought by a data subject arising from any act or omission by us, to the extent that any such act or omission results from the your instructions.
26.12 You agree to encrypt any Customer personal data transmitted using the Service(s). You acknowledge that we shall not be responsible or liable in any way for any breach of confidentiality due to a third party accessing data transmitted using the Services.
26.13 You agree that we may record and listen to calls to our helpdesk in order to deal with any support issues associated with your Services. Such monitoring will be proportionate and in accordance with the Data Protection Legislation.
26.14 In the event that you become aware of any personal data breach, you shall without undue delay, notify us and any applicable regulatory bodies.
26.15 You shall be responsible for insuring yourselves against all loss or damage to data. In no event will we or our suppliers or sub processors be liable for loss, costs, expenses, liabilities or damage to the data stored/transmitted on/using or in connection with any processing of the Service.
27.0 Publicity
27.1 The Parties agree that the text of any press releases which mention the other Party shall be agreed in writing with the other Party prior to release, such agreement not to be unreasonably withheld or delayed, save that following signature of an Customer Order by hSo, we may, without such consent use the Customer's logo and name in our marketing materials and on our digital channels (website, social media) and we can publicly announce that the Customer Order has been signed by hSo and refer to the Service(s) to be supplied thereunder.

Part B Additional Terms for the Provision of Specific hSo Service(s)

The following terms relate only to the Service(s) to which they specifically refer, and apply cumulatively to the General Terms above. To the extent of any inconsistency, Part B will override the provisions of Part A, in relation to the service to which it relates.
28.0 hSo: MPLS Network Services
28.1 Amount of Bandwidth Provided
(a) Where we undertake to provide you with a leased line of a certain capacity for hSo: Access, limitations of our suppliers' bandwidth delivery equipment may mean that the actual capacity delivered is slightly above or below the stated capacity, but in any case will be within five (5) percent of the specified figure. Where, for reasons beyond our control, bandwidth falls below this range, we reserve the right to pro-rate the cost of the service downwards, or to terminate the Agreement.
(b) Where you purchase a burstable service from us, we will charge you an additional charge as set out in our then current price list, in respect of any burstable allowance used over your base capacity. We use the 95th percentile measurement rule to calculate additional bandwidth used by you. The 95th percentile bandwidth measurement system collects five-minute averages of line usage (input + output) of Customer's server network connection. At the end of each month or billing cycle, the top five percent of these data points are discarded. The highest remaining data point is referred to as the 95th percentile. The 95th percentile value less your base capacity determines the excess bandwidth used. The excess usage charge is calculated as follows: excess usage charge = excess bandwidth used multiplied by additional per megabit usage charge.
29.0 hSo: Broadband
29.1 Where you have ordered Broadband, it should be noted that the speed quoted is a theoretical maximum speed available under ideal conditions. The actual ADSL or FTTC line rate supportable will be determined during the first 10 days of use, after which time the highest stable rate possible will be set. It should also be noted that ADSL or FTTC is a rate-adaptive product, which means that the speed at which it downloads and uploads may fluctuate during the contract period. We are unable to guarantee the bandwidth that you will receive until you start using it and we reserve the right to revise the price to that of the bandwidth actually delivered, or to cancel the Agreement where bandwidth is less than ordered or is unable to be supplied at all, Bandwidth is dependent upon distance from local exchanges, local electromagnetic or radio interference, the quality of the end user microfilter and modem and the quality of the connections to the telephone exchange, the latter component of which may not accurately be determined until service commences.
29.2 Where you purchase Internet Access over a shared bandwidth service such as ADSL or FTTC, the bandwidth referred to in clause 29.1 shall be the total amount available under the service and the amount of bandwidth which may be available to you at any point in time shall be dependent upon the rate of contention and usage of that service.
29.3 Because of the nature of Broadband, we cannot guarantee bandwidth, availability or reliability on an ongoing basis.
29.4 The Annex M Service is available on certain ADSL Services. This Service provides more upstream at the expense of downstream. The amount of additional upstream shall be determined having regard to the BT checker but it should be noted that this is a theoretical maximum upstream available under ideal conditions. It should also be noted that Annex M is a rate-adaptive product, which means that the speed at which it downloads and uploads may fluctuate during the term of the Agreement.
29.5 For ADSL and FTTC you must have an analogue line available for use, on which there are no incompatible services enabled. Where no such line is present, you must have one installed at your own cost, and maintain it for the duration of this Agreement. Changes to this line may result in you being unable to receive hSo: ADSL or FTTC, which will not affect your obligation to pay for the Service(s).
29.6 We will arrange for hSo: ADSL or FTTC to be provided on your line and supply you with the necessary piece of Our Equipment. It is your responsibility to connect this Equipment.
29.7 In the event that hSo provides you with a wireless router as part of your Service, the Customer agrees that they shall only be provided with support by the hSo helpdesk under the provisions of the Agreement (including if applicable the service level agreement) when the user equipment is connected to the wireless router via cable (i.e. it has a wired connection).
29.8 Where we provide you with ISDN or PSTN lines, we reserve the right to provision CPS services over these lines. Voice traffic over these lines will be charged at normal hSo CPS rates unless agreed otherwise in writing.
29.9 You acknowledge that during the installation process there may be outages on the analogue line, which shall be reinstated following installation without any liability to us.
29.10 We will correct faults reported to our customer services centre as soon as possible, and on a reasonable endeavours basis. Where your Broadband service is covered by a Service Level Agreement and is delivered, or partly delivered, over a BT End User Access line, any guaranteed Availability does not include the BT End User Access Line.
29.11 We may need to take the Service(s) down from time to time to effect repairs or conduct planned works. In such cases we will give you as much notice as is reasonably possible.
29.12 hSo: Access may be provided as a back-up service over 3G mobile. It will be provided over mobile telecommunications services obtained from our telecommunications network providers. The provisions of clauses 29.12 to 29.21 shall apply in this regard.
29.13 hSo may at any time set a limit on the amount of Service and Service charges you incur during each billing period. Initially, the limits shall be as stated on the Customer Order Form or if not stated on the Customer Order Form 1GB. hSo shall invoice you for any additional data charges (per GB) in accordance with our then current price list.
29.14 hSo shall use its reasonable endeavours to provide the Services to you, but our ability to do so may be affected by circumstances beyond our reasonable control. These include but are not limited to the capability of the Equipment, the number of people using the mobile network, geographic or atmospheric conditions, maintenance requirements or equipment failures.
29.15 The subscriber identity module or SIM card is supplied by us and allows you to use the Services. Each SIM card supplied by us remains our property and/or the property of our telecommunications network provider.
29.16 You must (i) comply with any conditions we set regarding the use of the SIM card(s) or equipment and (ii) tell us immediately if your SIM card(s) or equipment is lost or stolen. You will be responsible for all charges incurred after you have notified us of that fact but will be responsible for all charges incurred beforehand.
29.17 You must not: (i) use the SIM card or Equipment (or allow to be used) for any illegal purpose. We may report the incidents to our third party supplier, police or any other relevant official organisation and (ii) use any equipment that has not been approved for use on the network.
29.18 You agree that international roaming is not applicable to the hSo: Access Service over 3G Mobile and shall be disabled.
29.19 We will only provide hSo: Access on mobile broadband. Other Service(s) (e.g. hSo: Connect) will only be available where you purchase a hosted firewall.
29.20 You agree that your SIM Card is only for use with hSo routers and you will not remove it and use the SIM card to makes telephone calls or send text messages.
29.21 You agree to indemnity and hold hSo harmless for any costs, expenses and charges which hSo may incur as a result of the Customer using the SIM card in breach of the Clauses of this Agreement (including any call charges and roaming charges which hSo may incur).
30.0 hSo: Cloud Telephony, PhoneLine+ and Direct Voice
30.1 You are responsible for all calls made over your numbers during the operation of this Agreement. It is your responsibility to take all necessary precautions to protect against any call fraud activities. We do not monitor the SIP trunks for unauthorised or unusual traffic profiles. hSo are under no obligation and have no responsibility to inform you of unauthorised or unusual traffic profiles in a timely manner or at all.
30.2 Where we provide you with ISDN or PSTN lines, we reserve the right to provision CPS services over these lines. Voice traffic over these lines will be charged at normal hSo CPS rates unless agreed otherwise in writing.
30.3 Allocation and Use of Telephone Numbers
(a) Where we allocate telephone numbers to you, you will not acquire any rights in such numbers, and you will make no attempt to apply for registration of the same as a trade or service mark whether on its own or in conjunction with some other words or trading style. If applicable, and unless you request otherwise, we will use reasonable endeavours to ensure your name, address and the telephone number allocated to you appear in a local telephone directory if required, and that they are available on the national directory service. We cannot however accept any liability for errors or omissions in this directory listing by third parties.
(b) Where we provide a number range to you, we cannot guarantee that these numbers are allocated to you until you have placed calls across them, and we will not be responsible for any costs you may incur as a result of a change in these numbers prior to this.
(c) Where we provide numbers to you, we may for operational or other reasons change the numbers allocated to you, but we will not do so unreasonably.
(d) Where we provide a number(s) to you, on request you must declare in writing all the numbers that you use which are accessed from the number(s) provided when they differ from those number(s) provided, including but not limited to, any withheld numbers.(e) Where an A number is presented it will be of a national significant format, allocated to the end user and such end user must possess all necessary permissions in respect of the line in question.
(f) When an A number is allocated to you, it must be in use, connected to a terminal and capable of receiving calls.
30.4 Number Portability
(a) We will use all reasonable efforts to ensure that you are able to retain your existing numbers in the event that you change suppliers of telephony service or addresses. There will be some instances in which this will not be possible, and you are responsible for ensuring that porting is available in your circumstances. During the porting process, some outages are likely, but we will use our best endeavours to minimize these. Such outages will not count as outages for the purposes of the hSo: Voice Service Level Agreement.
30.5 Features and Functionality
(a) Not all features and functions of the hSo: Voice Service(s) are available in all locations. It is your responsibility to ensure that the features and functions you require are available to you in the location you require them.
30.6 ISDN-based data calls are not currently supported over the hSo IP network. If this is a core requirement, you should speak to your hSo account manager about alternative routing options.
30.7 Where you are paying no line rental because of a negotiated minimum spend commitment, we reserve the right to charge line rental in months where your spend falls below your committed minimum spend.
30.8 Where you purchase our directly connected voice Service(s) we will, if possible, also install our indirectly connected voice Service(s) via CPS during the installation period of the directly connected voice Service(s) in order to deliver hSo Service(s) to you more quickly and to provide an additional layer of resilience in the event of outages of our directly connected voices and/or Managed Service(s). Rates for periods using the indirect service shall be the same as those quoted for Indirect Voice.
30.9 You agree that you will not without our prior consent while the Agreement is in effect, take any action to switch the Service(s) from direct to Indirect Voice Services.
30.10 Emergency Calls
(a) All hSo Voice Customers shall ensure that they have emergency calling access in place. The Customer shall provide hSo with their End User Emergency Services Location Information.
30.11 Measures aimed at preventing call fraud and PBX fraud
The Customer shall ensure:
(a) that every PBX and voicemail user will have a strong password/PIN code with at six digits. Weak passwords/ PIN codes such as 111111, 999999, 123456 and default factory setting pins must be avoided;
(b) to keep its list of voicemail users regularly updated by ensuring that new users are added to that list and removing users that are no longer active from the system as soon as reasonably possible.
30.12 Unless otherwise indicated by the Customer, hSo shall allow access to UK PSTN ranges (01x, 02x, 03x and 05x), mobile ranges (077, 078 and 079), fixed fee calls (0844 and 0871 ranges), emergency services (999, 112), service codes (123, 118xxx) and international numbers but access is not permitted to premium rate numbers (09x, 014109 and 14109). The provisions of this clause 30.12 shall not apply to the hSo: CloudPBX service.
30.13 (a) The Customer agrees that the items set out in clause 30.11 and 30.12 will help reduce the risk of call fraud in cases of voicemail/PBX being compromised but cannot be guaranteed to prevent it in its entirety.
30.13 (b) The Customer acknowledges that PhoneLine+ service supports 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of End User connectivity to the internet for whatever reason. In such circumstances the End User should use their mobile to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the End User's location and telephone number so this information should be stated promptly and clearly by the End User when making such a call.
30.13 (c) We reserve the right to increase the Charges for PhoneLine+ service on seven days written notice to the Customer in the event that any change in applicable law or regulations results in additional costs being incurred.
30.13 (d) You agree that we are able to provide our suppliers for each subscriber full details of the End User's name and address (including post code) to enable our suppliers to fulfil their obligations under Ofcom regulations to pass on such details to the call handling authority.
30.13 (e) All Charges due for traffic routed via any IP address or for fixed rental or one-off Charges related to the PhoneLine+ Service and defined in the PhoneLine+ price list shall be paid in full by the Customer by the due date notwithstanding that they may have arisen from unauthorized, fraudulent or illegal use and whether or not they derive from installation and access arrangements which have been authorized.
30.14 Call Recording
The Customer agrees that that if it is using call recording services that it will check the laws of its own country and the laws of any country in which a person it is calling is located in order to determine if it needs the other party's permission to record a call and/or whether it needs to inform them at the beginning of the call that they are being recorded.
30.15 Indirectly Connected Voice Service
(a) Access to the service will be by PIN code either supplied to you for you to programme into your PBX, or programmed directly into your PBX by us. Where we provide you with a PIN code, you will use it in accordance with the guidelines we may issue from time to time.
(b) You will bear all costs associated with gaining access to our Service, and will remain liable for the bill from your existing supplier in respect of line rental and any calls placed over their network.
(c) You are committing to taking our indirect service for the term specified in the Order Form, and to spending the amount set out in Schedule 1. Your rates are calculated on the basis of this commitment. Where your spend falls below 75% of this level, we reserve the right to charge you the difference between your actual spend and the amount you agreed to pay.
(d) We may withdraw the PIN code and allocate a new one at any time.
30.16 hSo: Number Translation Services (NTS)
(a) We will supply you with the relevant access number as listed on the Order Form. Upon your request, and subject to availability, we will also provide you with a memorable number (meaning any Access numbers available to us or our suppliers which we consider to be memorable). There will be a charge for a memorable number.
(b) We cannot confirm that a number is yours until calls have been placed across it. We will not be responsible for any delays in connection by the telecommunications company to whose equipment the number is being connected, or from whom the number has been sourced. No advertising/promotions/signs or stationery changes should take place until number allocation has been confirmed and actual connection made.
(c) NTS services are only available where the terminating agent is a UK based geographic PSTN number.
(d) Notwithstanding payment of any connection fee, if any number is not connected and mapped to an underlying landline within 90 days of the date of this Agreement, and subsequently generating at least 250 minutes of inbound calls per month, then we may, at our discretion, terminate the connection upon reimbursement of the original connection fee (if any), less an administration charge of £100 per number.
(e) Where we are entitled to suspend or terminate NT S under this Agreement, we are able to reallocate the number assigned to you.
30.17 SIP Trunk Numbers
(a) SIP Trunk Numbers are allocated in blocks of 10 and are only available to hSo on-net customers, i.e. customers with hSo Cloud Networks Services.
30.18 hSo CloudPBX
(a) The Customer shall comply with and ensure that its end users comply with the hSo UC-ONE End User License Agreement and hSo CloudPBX Privacy Policy as set out at the following link http://www.hso.co.uk/legal
(b) The Customer shall comply with all applicable laws and regulations when using the Cloud PBX Service.
(c) The Customer agrees to indemnify us (and/or our third party suppliers) and defend at its expense any third party claim made or action brought against us (and our third party suppliers), based on an allegation that the modification of the Cloud PBX Service by Customer or its combination, operation, or use by Customer with equipment, software and/or services not furnished by us (and/or our third party suppliers) or the operation, or use by Customer of the Cloud PBX Service in a manner other than that indicated in the documentation, infringes a patent, copyright, trade secret, or other intellectual proprietary right.
(d) All handsets provided by us must be used in accordance with their terms of warranty.(e) The Customer shall ensure that all authorised users keep a secure password to the platform to be changed no less frequently than monthly, that the password will be kept confidential and that it shall permit an audit of the service to establish the name and password of each authorised user.
(f) The Customer authorises for telephone conversations of its authorised end users to be recorded for the duration of the service. The Customer recordings will be permanently deleted by the Customer no later than 20 working days after termination of the Service.
(g) Neither us nor our suppliers may access, copy or cause to be played the recordings unless it has received the prior written consent of the Customer.
(h) We, or You with the appropriate permission will be able to delete the recordings.
31.0 hSo: Connect
31.1 Where your Connect circuit is delivered, or partly delivered, over a BT End User Access line, any Service Level Agreement guarantees on availability do not include the BT End User Access Line.
32.0 hSo DDoS Protection
32.1Due to the nature of ever evolving DDoS attacks we may not be able to protect you from all types of attacks. The compensation set out in the SLAs is your sole and exclusive remedy and our only liability for any failure by us to provide the Service(s) in accordance with the SLAs or at all.
32.2Customers are provided protection against application specific or volumetric DDoS attacks of up to 1Tbps. If the bandwidth of a DDoS attack exceeds the shared capacity, we may drop that additional traffic with no liability.
32.3 You acknowledge that where services have been suspended or terminated you will not be provided with hSo DDoS Protection during this time.
33.0 hSo: Cloud Security and hSo SD WAN
33.1 We will install and configure appliances including, but not limited to, firewalls and/or SD WAN forming part of this service. Configurations will be discussed and agreed with you prior to the installation and configuration. You agree that a firewall or SD WAN is always a compromise between keeping all information and therefore risk out, and being able to access the public Internet. Accordingly in the absence of negligence on our part, we can accept no liability for breaches of the firewall or SD WAN by unintended sources, or breaches caused by your acts or omissions.
Modifications, Additions and Changes
33.2 All requests for amendments to the appliance configuration must be in writing and signed by your nominated security contact. hSo shall not be responsible for any loss or damage that may occur between the time of receiving such a request and the time of implementation.
33.3 You will not make, attempt to make, or request or allow others to make on your behalf, changes to the firmware, software, hardware or configuration of hSo: Firewall or hSo SD WAN.
33.4 You will report all problems with hSo: Cloud Security and hSo SD WAN to us as soon as possible.
33.5 Managed hSo firewall or hSo SD Wan service(s) will automatically renew for 12 months at the end of the Initial Period or Renewal Term unless written notification has been provided 60 days prior to the end of the Initial Period or Renewal Term. If you do not wish us to automatically renew your managed hSo firewall or hSo SD WAN service(s), you must advise us in writing sixty days prior to the end of the Initial Period or Renewal Term that you intend to terminate the service(s) as of the end of the Initial Period of Renewal Term.
33.6 If you do not automatically renew the service in accordance with clause 33.5 or terminate a renewal and you continue to use the service you acknowledge that you may not have full use of the service and the service may not provide full protection as offered by the service.
34.0 hSo: Cloud and hSo Co-location Services
34.1 We may from time to time, upon not less than 30 days' notice in writing, move the Equipment to a different location within our Hosting portfolio. We will use all reasonable endeavours to cause minimum disruption to the Service(s) by endeavouring to undertake such relocation out of Working Hours. Costs of such moves shall be borne by hSo and you accept that your use of the Service(s) may be disrupted as a result of such a move.
34.2 No relationship of landlord and tenant is created between us under this Agreement and you have no rights to exclusive occupation.
34.3 You will not maintain or seek to maintain that a relationship of landlord and tenant is created;
34.4 You agree to ensure that Your Equipment is clearly labelled as such and that you will maintain a complete and up to date written inventory of Your Equipment in the Hosting facility, and provide it to us at our request.
34.5 You agree not to replace Your Equipment or make any modification, alteration or addition to the same which results in material changes to the floor loading, heat output, power consumption or environmental conditions of the facility.
34.6 You agree to abide by the environmental and power usage limits contained in our Access to Colocation Facilities, Environmental Controls and Power Usage Policy. We reserve the right to charge for power usage in excess of the Annual Power Usage Allowance. Such charges will be made annually in arrears per Kw/h at hSo' then current excess power usage rate.
34.7 Where you require access to our colocation facilities or any of them, you agree to abide by the terms of our Access to Colocation Facilities, Environmental Controls and Power Usage Policy.
34.8 We are unable to accept any liability whatsoever arising out of loss of or damage to data hosted with us. You agree that you are the best judge of the value of the data, and that you are solely responsible for: (a) instituting and operating all necessary back-up procedures; (b) ensuring that the Service provided by us is adequate and sufficient for your specific requirements; and, (c) taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.
34.9 hSo shall charge customers for escorted visits to rack space they share with others in our data centres (i.e. where customers rent rack space on a per U basis) as per our then current pricing list. Pricing shall vary for visits during working hours (Monday to Friday 9am to 6pm) and out of hours (Monday to Friday 6pm to 9am, Weekends and Bank Holidays). This pricing shall not apply to customers who rent their own rack space in our datacentres.
35.0 Domain Name Registration
35.1 You have read, understood, and agree to be bound by the terms and conditions of the registry supplying the domain name, copies of which are available on our website at http://www.hso.co.uk/legal. UK domains are subject to the Domain Registrars rules.
35.2 Our role in the registration of a domain name on your behalf is limited to the preparation of necessary documentation and the lodging of the application with the appropriate registry. We do not guarantee that any particular application will be accepted, nor do we accept any liability to you or to any third party for the unavailability of or subsequent loss of, any domain.

35.3 You warrant to us that you have the legal right to the name being registered and that you are not breaching any copyright, trademarks or service marks.
35.4 Certain Top Level Domains (TLDs), particularly when they are first introduced to the market, feature phased registration processes, during which additional preconditions must be met before a registration will be allowed. Applications for these TLDs are therefore subject to additional charges to cover the extra administrative processes. These additional charges, which are set out in our price list, are non-refundable, irrespective of whether the application for registration is successful. For the avoidance of doubt, where such applications fail, the registration fee itself is refundable.
35.5 Term of Registration and Renewal
(a) All domain registrations are for a period of two years unless the Domain Registrar only allows one year renewals (the "Initial Registration Period"). To help ensure you do not lose your domain, we will automatically renew the registration on your behalf 30 days prior to the last day of the Initial Registration Period or of any subsequent registration period (the "Renewal Date") for an additional term of one or two years as appropriate.
(b) If you do not wish us to seek an automatic re-registration of your domain, you must advise us in writing sixty days prior to the Renewal Date that you intend to terminate the registration of the Domain as of the end of the registration term.
(c) Prior to automatic renewal we will invoice you at the then current standard registration fee for Domains of equal term. If we are unable to secure payment from you prior to the Renewal Date the domain we are under no obligation to proceed with re-registering your domain.
(d) Domain registration fees are non-refundable.
35.6 In the event that your application or subsequent domain registration is challenged, the dispute will be handled according to the dispute procedure of the relevant registry.
36.0 hSo: Cloud Data Backup and Recovery
36.1. Pricing for VCC is based upon the peak amount of data stored during the billing period and charged per Terabyte.
36.2 Customer requests for assistance from hSo in undertaking a recovery or restore ("Assisted Recovery") are chargeable on a time and materials basis at hSo's prevailing rates at the time the Assisted Recovery is requested and must be agreed in writing by both parties. hSo reserves the right to reject a request for Assisted Recovery at any time at its sole discretion.
36.3 You may request at any time that hSo delivers data to you on either USB/Firewire or NAS media (a "Media Request"). Where hSo agrees in writing to provide your Media Request, the Media Requests shall be delivered to you by the delivery method you have agreed with hSo at the time of making a Media Request. Media Requests carry charges in relation to the delivery and additional surcharges where the delivery is required outside Working Hours. Such Charges are set out in the hSo Price List and may be amended from time to time. You will also be invoiced for the replacement cost of the hardware on which the Media Request is supplied ("Hardware Charge"), although the Hardware Charge will be credited back to you providing you return the hardware undamaged to hSo, within 30 days of the Media Request.
36.4 The capacity of VCC Service(s) allocated to you under standard hSo VCC will be restricted to a maximum amount of the Minimum Commitment set out on the Order Form;
36.5 Where VCC services are delivered Off-net, bandwidth for back-ups and restores is limited to 1Gbit/s.
36.6 We are unable to accept any liability whatsoever arising out of loss of or damage to your data or to the data stored. You agree that you are the best judge of the value of the data being backed up, and that you are solely responsible for: (a) instituting and operating all necessary back-up procedures; (b) ensuring that the Service provided by us is adequate and sufficient for your requirements; and, (c) taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.
36.7 As a guarantee of the security of your data, you are the sole holder of your password, and must keep it safe at all times. Note that without your password, there is no way whatsoever of retrieving your data.
37.0 Additional hSo Services and HSCN Connectivity Services
37.1 From time to time hSo may agree to undertake various consultancy projects, provide other services, or during the delivery of the Service(s), you may request that we undertake complementary work. Unless we agree otherwise, such work will be charged on a time and materials basis.
37.2 We are unable to provision HSCN Connectivity Services in the absence of a NHS Digital contract and an Organisation Data Service (ODS) code. It is your responsibility to provide us with an appropriate ODS code.
37.3 Where we provide you with HSCN Connectivity Services, you agree that the HSCN Mandatory Supplemental Terms are included in the agreement for Service(s) and you agree to be bound by them.
38.0 Circuit Novations
38.1 Where you have requested that we novate a BT circuit from you to us, we will use all reasonable endeavours to ensure that this occurs. Ultimate control however lies with BT and, in the event that they refuse to novate the circuit, this Agreement shall terminate to the extent that it applies to such circuits.
39. IP Addresses
39.1 We will allocate a /29 IP address range to a customer which will provides the customer with 5 useable IP addresses from the 8IP address allocation. The Customer shall provide justification for the need for 8 or more IP addresses on the Customer requirements form or at any time during the term of the Agreement, if requested by us, if no justification is provided, we or RIPE reserve the right not to allocate IP addresses to the Customer or to revoke the IP addresses already allocated. hSo reserves the right to charge for any IP addresses in excess of /29 (8IP address) allocation.
39.2 We shall be entitled to invoice the Customer on a time and materials basis in relation to the any requests in connection with the IP Addresses (provisioning, resetting and the like).
39.3 The Customer during the term of the Agreement shall provide us with correct and up-to-date information in relation to the IP Addresses and shall provide us with the Customer contact details of the person dealing with IP addresses. The Customer shall notify us immediately of any change of address or billing details. Until such notification, the last notified address and billing details shall be presumed to be correct.
39.4 The Customer shall respond to correspondence by us and the RIPE NCC with regard to IP addresses.
39.5 We may submit to the RIPE NCC copies of this Agreement and the documents submitted by the Customer pursuant to this Agreement for the purpose of verifying the status of the IP addresses and compliance with the applicable RIPE policies.
39.6 The Customer shall comply with the current RIPE policies relevant to Customers, published at www.ripe.net, current documents available at http://www.ripe.net/ripe/docs/index.html, and as may be amended from time to time by the RIPE community in accordance with the RIPE policy process. For the avoidance of doubt, the Customer may be referred to as an "End User" on those policies;
39.7 The Customer shall not assign, delegate, sub-delegate or otherwise allow third parties to use the IP addresses assigned to it pursuant to requests made by us pursuant to this Agreement;
39.8 The Customer understands and agrees that we or the RIPE NCC may revoke IP addresses if the Customer does not use the IP addresses accordance with RIPE policies.
39.9 We do not warrant that the requested IP addresses will be provided upon request or that IP addresses will be routable on any part of the Internet.
39.10 The Customer shall be liable for all aspects of the use of the IP addresses provided to it.
39.11 We shall not be liable for damages caused by a failure by us or the RIPE NCC to make the IP addresses available (on time), or for damages in any way connected with the use of the IP addresses.
39.12 We shall be entitled to terminate the Agreement forthwith with immediate effect by means of a notice sent to the Customer without being liable to pay damages to the Customer and without prejudice to our right to claim (additional) damages from the Customer if: (i) the Customer does not comply with (any of) the provisions of Clause 39 or the Customer fails to observe any rule of applicable law, which should be adhered to by the Customer and which, in the opinion of us, is of such a nature as to justify immediate termination.
39.13 Upon termination, the Customer shall no longer be entitled to and shall refrain from use of the IP addresses and the IP Addresses may be re-assigned by the RIPE NCC or us to other Customers. The Customer understands and accepts that it has not and undertakes not to make any claim as against us or the RIPE NCC for the continued use of the IP addresses.
39.14 Where the Customer requests Independent Internet Number Resource assignments from the RIPE NCC, the Customer agrees to the provisions of hSo Agreement for Independent Internet Number Resources.

Part C Abortive site visits

40.0 We reserve the right to raise an Abortive Visit Charge in the following circumstances:
(a) When our engineer attends an incorrect address provided by you, your agent or representative;
(b) When our engineer arrives to carry out the installation at the address provided by you, but you no longer want the installation completed;
(c) When our engineer is refused entry to your address, or no access can be gained at the time agreed between you and us;
(d) When the site for installation does not meet the criteria specified by us as requirements for installing the Service(s) e.g. minimum space requirements, availability of power etc.
(d) When you report a fault, and our engineer attends the appropriate address and discovers the fault is not due to us; and
(e) When a problem reported by you is not verified by us, and following your request for an engineering visit, we cannot confirm the existence of the reported fault.

Part D Billing Configuration and Changes

41.0 The configuration and format of invoices is established at the time of issuing the first invoice for Service(s) under an Order. Where you are already receiving invoices from us in respect of other Orders and no instructions have been received by you to the contrary, billing will be added to the existing invoices and follow the format and configuration thereof. Where you have supplied us with billing codes prior to issuing of the first invoice under an Order, these will appear on the invoice. Where you subsequently require changes to the format or configuration of invoices, an administrative charge will be levied in accordance with our prevailing rates at the time you request the change(s) to be made.

Part E Acceptable Use Policy (AUP)

42.0 This AUP sets out our policy for the acceptable use of our Service(s). We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this AUP.
General
42.1 Clauses 42.2 -42.12 apply to all of our Service(s).
Acceptable Use
42.2 Subject to the following paragraphs, our Service(s) may only be used for legal activity that is in furtherance of your business aims, subject to payment by you of the appropriate charges.
Unacceptable Use
42.3 Our Service(s) may not be used:
(a) For accessing, retrieving, creating, displaying, transmitting, storing or otherwise treating (other than for properly supervised and lawful research purposes) images, text, data or other material capable of being resolved into such images, text, data, material, or sounds (including voice traffic) which is obscene, indecent, abusive, menacing or offensive or otherwise exceeds the bounds of generally accepted standards of good taste and ethics;
(b) For creating, transmitting or storing material that is designed or likely to cause annoyance, inconvenience or needless anxiety;
(c) For creating, making or attempting to create or make, false or hoax calls to emergency services;
(d) For transmitting or attempting to transmit any material in violation of export control legislation or regulation;
(e) For creating, transmitting or storing defamatory, slanderous or libellous material;
(f) For transmitting, using, making available, copying, broadcasting, storing or publishing in whatever form any data, information, material or statement which infringes the intellectual property rights of any person or legal entity;
(g) For transmitting unsolicited commercial or advertising material in breach of the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended).or of any other applicable legislation and regulation;
(h) For attempting or establishing unauthorised access to, or facilitating a breach in the security devices of machines resources or networks, or interfering with service to any user, host or network (referred to as "Denial of Service" or "DOS" attacks), network scan or other possible hacking activities without the prior consent of the owner of that machine, resource or network;
(i) For deliberate activities with any of the following characteristics: corrupting or destroying other users' data; violating the privacy of other users; and other misuse of our systems or networks, such as for the introduction of "viruses";
(j) In any instance where such use is likely to cause damage or injury to person, property or business may occur if any error occurs, and you assume all risk for such use; or
(k) In any way that, in our reasonable opinion, is likely to affect the quality of any Service(s) we supply to you or to others.
(l) For the purposes of penetration testing by you or by any authorised or unauthorised third party, against equipment provided by us, unless express permission has been provided to you in writing by hSo to allow a penetration test to take place on a confirmed date by an authorised party at least two (2) business days prior to the penetration test.
(m) For the purposes of: making nuisance and/or fraudulent calls or texts; mimicking the number of an existing company that is not you or your subsidiary or holding company (as defined in section 1159 of the Companies Act 2006); and caller ID spoofing, except lawful texts and calls made in accordance with clause 30.3 (d)
(n) For purchasing licenses which are used outside of their scope or terms
(o) For purchasing licences which are resold or sub-licenced or distributed to parties who do not report the licences to us when they are not eligible end users
42.4 Where our Service(s) are used to access another network, any abuse of the acceptable use policy of that network will also be regarded as unacceptable use of our Service(s).
Responsibility for Content
42.5 We are unable to exercise control over the content of information passing across our network, and accordingly we cannot take responsibility for material created on, or available through our Service(s), unless it appears on our own site. We do not monitor other sites, but when it is brought to our attention that sites on our network may be operating in breach of this AUP or any law, we reserve the right to monitor and take action against these sites, in which case we will co-operate fully with any relevant authority in bringing the misuse to an end. You will immediately remove any material that we feel contravenes this Policy or our Terms and Conditions upon being asked to do so. We and our third party suppliers exclude liability of any kind for the transmission or reception of infringing information of whatever nature.
42.6 We are not responsible for the content of websites linked to our own site. Such links are provided as navigational tools only.
42.7 The network and/or Services may only be used for lawful purposes by the Customer
42.8 You may not use any Service to send any offensive, indecent or harassing message to another user of the internet including any message which is offensive to people on the grounds of but not limited to gender, race, colour or religion.
42.9 You may not use any Service to send messages for the purpose of fraud and/or with the intention of committing a criminal offence.
42.10 You must ensure that your use of mailboxes does not adversely affect the proper functioning of our network and /or Services including where mailboxes receive large volumes of undeliverable mail and/or have forwarders set to other mailboxes where mail cannot be delivered, or have forwarders or auto-responders that generate circular loops.
42.11 If you run a mailing list using our Services, you should comply with Linx Current Best Practice and all applicable laws. You are responsible for keeping records to show that each subscriber/end-user has given their consent to their inclusion on the mailing list.
42.12 You must ensure that any system you connect to the internet conforms to all applicable Internet Task Force (IETF) standards.
Clauses 42.13 – 42.18 impose additional obligations on users of hSo Cloud Internet Services
42.13 You will not use the Service(s) to facilitate, publish send or cause to be sent or forwarded:
(a) either large numbers and/or large messages, or a message irrespective of size at such frequency that it causes the recipient annoyance, and/or causes the recipient's mailbox to become unable to cope with the volume of email traffic directed at it and disables said mailbox. For the avoidance of doubt this prohibits the use of IP Multicast other than by means provided and coordinated by HighSpeed Office;
(b) chain letters, unsolicited commercial or Bulk Email; or
(c) malicious messages and/or viruses to cause annoyance or disrupt the use and enjoyment of another user's service whether a Customer of HighSpeed Office or some other service or online provider.
42.14 You will not cause any other user of our Service(s) or any other service to be subscribed to a mailing list or other service without that user's prior consent.
42.15 You will not create or produce a header or document that shows any message as originating from anywhere other than its true point of origin, or that causes replies to any message to be directed to a machine to which you neither have a right nor permission to cause replies to be directed.
42.16 You will not use your own personal or corporate website to publish or distribute spamming software, lists of personal or corporate email addresses (except where each and every addressee has given their express permission) or any personal data, except where such data is in strict accordance with the Data Protection Legislation, and all other applicable regulation and legislation.
42.17 You will not use unsolicited email messages or cause such to be used in order to draw attention to, promote, or otherwise advertise your website.
42.18 We may suspend one or more of your services if it is the repeated target of a Denial of Service/DoS attack or similar attack. The provisions of this clause will be enforced whether it is a direct or indirect result of your actions. If you receive three or more attacks against a product or service with no DoS protection hosted by us then it may be necessary on occasion to terminate your services with us. Protection against DoS attacks may be offered as an additional extra for some or all of your products and services with us. This protection is not a guarantee that your products or services will not be affected by such attacks. This protection is limited exclusively to bandwidth DoS attacks and not service or OS level attacks

Part F Fair Usage Policy

43.0 By Accepting our General Terms and Conditions, you agree to be bound by our fair usage policy for broadband services. We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this Fair Usage policy.
General
43.1 This Policy is created to ensure that your broadband service (ADSL, FTTC) is fast and reliable whenever you use it. Some of our broadband customers use peer-to-peer technology (PSP) or file sharing software which allows users to download large files including music and videos on a daily basis. This file sharing technology uses up lots of bandwidth leaving less available for you and other users which results in a much slower service especially at peak times. You are unlikely to be affected by this policy if you are not using this file sharing software or downloading large files. If HighSpeed Office feels your usage is heavy or excessive especially at peak times of the day, HighSpeed Office may do one or more of the following things by notice in writing:
(a) reduce the transmission speed of your broadband while we continue to monitor your usage;
(b) impose a monthly cap on your use of the broadband service which you may not exceed;
(c) limit your use of the broadband service with other users in the same excessive usage category as you;
(d) reduce your quality of service;
(e) suspend our Agreement or the broadband service with you; or
(f) terminate our Agreement or the broadband service with you.
Where possible, we will suggest some immediate steps we would like you to take including asking you to refrain from up-or-downloading large files at peak times.