

## **BROADBAND SERVICE SPECIFIC TERMS**

### **1. Introduction**

- 1.1 These Broadband Service Specific Terms shall be incorporated into each Contract under which Nasstar will supply and the Customer shall purchase the Broadband Services Service and apply in addition to the other terms and conditions incorporated into each Contract.
- 1.2 In the event of any conflict between these Service Specific Terms and the General Terms these Service Specific Terms shall take precedence.
- 1.3 Where the Customer is an authorised reseller, in these Service Specific Terms references to the "Customer" shall be deemed to refer to the reseller and references to "User" shall be deemed to refer to a customer of the reseller (being a business customer acting otherwise than in its capacity as a consumer) to whom the reseller re-sells the Broadband Services.
- 1.4 Nasstar does not intend to supply Services to any consumers or individuals who use the Services for personal, domestic or household use. Accordingly, the Customer acknowledges that the Ofcom 'One Touch Switch' process which is intended for residential customers only, is not available when joining or leaving the Nasstar Broadband Service.
- 1.5 Each Customer (except where the Customer is an authorised reseller) shall notify Nasstar immediately if it is a Small Business Customer. In such cases, the Customer agrees that any other Nasstar service bought with, or during the term of, the Broadband Service, including but not limited to Equipment, IP voice services and NBICS voice services, whether or not that service is operated at the same Site as the Broadband Service, will not be treated as a bundle for the purposes of switching to another broadband provider.

### **2. Term**

- 2.1 Each Contract for the provision of the Service will commence on the Effective Date and continue for its Initial Term. Following the expiry of its Initial Term each Contract will continue unless and until terminated by either party, except in the case of clause 2.2, giving the other no less than 30 days prior written notice, such notice to expire on or after the expiry of the Initial Term. Other Services may have different notice periods.
- 2.2 Where the Service is terminated by means of a switch to another broadband provider, the Service will be terminated on the Working Day on which the switch has been completed, as determined by the other broadband provider. Rental Charges will cease on this date. Other Charges may still be applicable per clauses 12.3 and 13.2.

### **3. Provision of the Service**

- 3.1 Nasstar will make reasonable endeavours to provide a new Service as soon as is technically possible, which may be subject to availability of engineers and will depend on the specific technical requirements and processes required to carry out the install. Nasstar will confirm a Service's Proposed Start Date after the order is placed and use reasonable endeavours to make

each Service available for use by the Customer from its Proposed Start Date, unless otherwise expressly agreed in writing or unless Nasstar is unable to do so as the result of a failure by the Customer to fulfil its obligations under the Contract (including the correct completion of the applicable Order Form or by any delay caused by a nominated third party including, without limitation, other Network Operators). The Customer acknowledges that Nasstar's obligations may be carried out on its behalf by a Network Operator or other sub-contractor or agent and that Nasstar will be relying on third party telecommunications providers (the Network Operator) and its ability to provide the Customer with the Service is reliant on them.

- 3.2 The Customer must obtain the necessary consents in order to receive the Service, including consents to building alterations at the Site. In the event that either party is not able to procure any necessary consent(s) to provide the Services within 3 months of the Proposed Start Date of a Contract, Nasstar will be able to terminate the Contract without any liability to the Customer.
- 3.3 The Customer acknowledges that Service activation on an existing Communications Line may require that Line to be terminated, whether provided by Nasstar or another provider, and if the telephone number of any NBICS voice services using the Communications Line is still required, it must be ported or transferred to a new IP voice service at the point of order of the Broadband Service. The Customer agrees that ordering a Broadband Service on an existing Communication Line can cease the old voice Communication Line and any order placed without a port or transfer request will result in the Customer losing the right to that telephone number and losing the ability to port that telephone number at a later date. IP voice services are subject to their own terms and service description and there may be some disruption to voice services whilst they are transferred between services. Where NBICS telephone numbers are lost in error, Nasstar will make reasonable endeavours to return the telephone number to the Customer where possible through its Network Operators, but will not be liable for the loss of telephone numbers where the Customer fails to request a port or transfer at point of order.
- 3.4 If Nasstar discovers it is not able to provide the Service for any technical reason (including, without limitation, the fact that the copper pairs are damaged) and cannot resolve the issue within 3 weeks of the Proposed Start Date of a Contract, Nasstar may terminate the Contract without liability to the Customer.
- 3.5 If the Customer is migrating to Nasstar's Service from another provider, in the event that the existing service provider fails to reply to Nasstar's request or refuses to comply with the request within 14 days of that request, Nasstar may terminate the Contract without liability to the Customer.
- 3.6 In order for Nasstar to provide the Service, Nasstar considers it necessary in the circumstances to provide the Service, wholly or in part, by non-standard or exceptionally expensive methods or at a substantially greater cost than usually incurred so as to render our standard tariff inappropriate, Nasstar may decide to charge a Charge in addition to the standard connection charge. If Nasstar decides to do so, Nasstar will inform the Customer and the Customer may then terminate the Contract within 7 days of Nasstar notifying the Customer of the increased Charge.

- 3.7 If, for any reason, any ISP or Network Operator should be required to visit the Site to assist with the installation (or any fault reported thereafter), the Customer may incur an Additional Charge.
- 3.8 The Customer acknowledges that some technical limitations within the Network Operator's network may not become apparent until after the Service has been installed and working for some time. In such instances, Nasstar may terminate that Contract on notice to the Customer, but only if the Network Operator advises Nasstar that the Service thereunder is to be withdrawn.
- 3.9 Further, if the Customer requests a Service and due to technical limitations in the Network Operator's network, Nasstar is unable to provide the Service, Nasstar shall be entitled to terminate the Contract on notice to the Customer but only if the Network Operator advises Nasstar that the Service cannot be provided. In such circumstances Nasstar will notify the Customer of any alternative Service to provide to the Customer, if any.
- 3.10 Without prejudice to the General Terms, Nasstar may need to:
- (a) suspend the Services for operational reasons (including, without limitation, any suspension imposed on Nasstar by the Network Operator) or in case of emergency; or
  - (b) give the Customer instructions which are necessary for health and safety reasons or for maintaining the quality of the Services or other services,
- but before doing any of these things, Nasstar will give the Customer as much notice as reasonably possible.
- 3.11 The Customer acknowledges that the Services cannot be provided fault free and Nasstar does not warrant error or interruption free use of the Services.
- 3.12 Nasstar does not guarantee the continuing availability of any particular service and the Customer acknowledges that Nasstar may be dependent upon third parties (including, without limitation, other Network Operators) when providing the Services. Notwithstanding any other provisions of the Contract but subject to clause 9 of the General Terms. Nasstar will not be liable to the Customer in contract, tort (including negligence) or otherwise for the actions of any third party (including, without limitation, acts or omissions of the other Network Operators) that affect or otherwise impact upon the provision of the Service, including as a result of the supply of Services being prevented, restricted, hindered or delayed by reason of anything imposed on Nasstar by the Network Operators or if there are technical conditions in the network which prevent Nasstar from delivering the Service.
- 3.13 Nasstar no longer offers new domain name registration. Nasstar shall not be liable for any loss or damage suffered by the Customer if Nasstar fails to renew a domain name the Customer has taken previously with an earlier Nasstar service.
- 3.14 Nasstar provides the Service as a "wires-only" broadband service. This is not inclusive of any broadband router Hardware. If the Customer requests the supply of broadband router

Hardware for use with the Service, that Hardware may be provided by Nasstar subject to the Nasstar Hardware Terms and, where required, any relevant terms for additional managed services purchased by the Customer to manage the Hardware.

#### 4. Orders for Service

4.1 At any time after the Service Commencement Date the Customer will, subject to Additional Charges, available upon request, be entitled to:

- (a) order further Services under further Contracts; and
- (b) request a change to the IP address configuration.

4.2 At any time after the Effective Date of a Contract, the Customer may order an increase to the speed of the Service under that Contract (the **"Upgraded Service"**). The Upgraded Service shall be treated as a variation to the Contract. If Nasstar is able to provide the Upgraded Service, it will be subject to an increase in the rental Charges for the Contract and Nasstar may also make an up-grade charge for providing the Upgraded Service. A new minimum term in respect of the Upgraded Service may apply, beginning on the date that the Upgraded Service is made available for use.

4.3 Nasstar will respond to any orders pursuant to this clause 4 within 10 Business Days. Nasstar will confirm the availability of the requested Service; the Charges for that Service; the Initial Term for that Service; the likely Proposed Start Date of that Service and any other relevant details. Such details shall not constitute an offer and the Customer must confirm to Nasstar in writing if the Customer wishes to contract with Nasstar for such Services. No order pursuant to this clause 4 shall be accepted unless and until Nasstar confirms it in writing to the Customer. Nasstar is not obliged to respond to, process or accept any such order submitted by the Customer. If required, the Customer will provide further information in respect of the Service ordered.

#### 5. The Customer's Obligations in respect of the Services

5.1 To enable Nasstar to fulfil its obligations under the Contract, the Customer shall at the Customer's own cost (or in the case of Sites under the control of Users, procure that all Users shall, at their own cost):

- (a) accurately complete and return the applicable Order Form or any CRF as may be required in connection with the Services. In the event that the information the Customer provides is incomplete or inaccurate, the Customer will submit the complete accurate information to Nasstar upon request. Any changes to the CRF must be with Nasstar's written agreement via Nasstar's Change Control Procedure;
- (b) provide Nasstar or its nominated third party with such access to the Site and facilities as Nasstar may reasonably require in order to install, inspect, test, adjust, maintain,

modify, repair or replace any Equipment, provide the Services and/or Maintenance Services or otherwise perform Nasstar's obligations under the Contract.

- (c) procure and install an Approved Router as the Customer Equipment for use with the Service, configuring the Customer Equipment with the account credentials provided by Nasstar. A list of Approved Routers and high-level configuration guidelines are available from Nasstar on request.
- (d) not move, add to, modify or interfere with or attempt to repair, or cause to be repaired or serviced by any person any Nasstar Equipment other than by Nasstar or its nominated third party; and at all times ensure that the Equipment is kept in a good and proper state of repair, is secure whilst on the Site and maintain the necessary environmental and other conditions for any Equipment as may be specified by Nasstar from time to time.

5.2 Nasstar will be entitled to modify and/or replace any Nasstar Equipment from time to time if Nasstar considers such modification and/or replacement reasonably necessary for the continued provision of the Services.

5.3 The Customer will provide any electricity and connection points Nasstar may require in the provision of the Service. In the event that the Customer fails to do so, Nasstar may terminate the Contract immediately on notice.

5.4 It is the Customer's responsibility to correctly configure the Customer's LAN and all connected devices and to protect the Customer from virus and other system attacks. The consequence of inadequate anti-virus or firewall systems could be that the Customer unintentionally causes interference or damage to other Internet connected devices. Nasstar may have to suspend the Customer's Service if such interference occurs.

5.5 The Customer acknowledges and accept that neither Nasstar, Network Operators, nor Openreach, have control over nor are responsible for any third party information, software or services obtained by the Customer whilst using the Services. Use of the Services is solely at the Customer's risk and neither Nasstar, Network Operators, nor Openreach, shall be liable to the Customer for any loss or damage of any nature whatsoever which the Customer suffers as a result of the use or reception of such materials.

5.6 The Customer agrees to indemnify Nasstar and any Network Operator against any loss either of them may suffer from the Customer's or any User's use of the Services.

## 6. Rate Adaptation and Stabilisation (not applicable to FTTP services)

6.1 The Customer acknowledges and agrees the speed and the stability of the operation of the Service is determined by:

- (a) the characteristics of the Customer's Communications Line, which include its physical length, quality and susceptibility to interference from another communications lines;
- (b) the specific IP application protocol used;

- (c) electrical, electromagnetic or radio frequency interference
- (d) Rate Adaptation and the Line Rate of the Customer Equipment;
- (e) the capacity available within the Network Operator or Openreach's telecommunications network or the internet generally and/or
- (f) the contention within the Nasstar Network.

6.2 The Customer acknowledges that the Customer's Line Rate will be subject to Rate Adaptation. Rate Adaptation can occur several times each day and may change the Line Rate available to the Customer. Such changes in the Line Rate may re-set the connection of the Services to the Network Operator or Openreach's telecommunications network or the DSLAM.

6.3 The Services may provide upstream (and downstream) Rate Adaptation. If so, the maximum Line Rate available for the Services is detailed in the Service Description.

6.4 If applicable, the Customer acknowledges that the Stabilisation Period cannot commence and that the Network Operator will not be able to establish a Maximum Stable Rate until the Customer has installed the appropriate Customer Equipment and the Customer's Communications Line is synchronised to the relevant DSLAM. However, the Customer acknowledges that the Maximum Stable Rate may be subject to change as further detailed in the Service Description.

## 7. Nasstar Equipment

7.1 On termination of each Contract, if the Customer fails upon Nasstar's request to allow Nasstar to collect the Nasstar Equipment, the Customer will be liable to Nasstar for:

- (a) a sum equivalent to the full retail value of the Nasstar Equipment; and
- (b) the hire charges for the unreturned unit of Nasstar Equipment until the sum specified in clause 7.1 (a) has been received by Nasstar.

7.1.2 Where Nasstar do not require the return of Nasstar Equipment, the Customer must dispose of or recycle this Equipment in accordance with the Waste Electrical and Electronic Equipment Directive 2012 (the "WEEE Directive"). The Customer will be responsible for any costs or liabilities incurred by Nasstar arising from any Nasstar Equipment covered by this term not being properly disposed of in line with the WEEE Directive.

## 8. Customer Equipment

8.1 The Customer is required to supply an Approved Router for use with the Services. The Customer may purchase an Approved Router from Nasstar for use with the Services. If the Customer chooses to use a router that is not an Approved Router with the Services, the Customer acknowledges that this may affect the Services Nasstar supplies to the Customer and Nasstar shall not be liable to the Customer for any faults or non-availability of the Services.

8.2 The Customer will make any such modifications to the Customer Equipment as Nasstar may determine necessary and instructs the Customer to make in order to provide the Services, subject to the Customer's obligations pursuant to the Acts (if any).

8.3 Nasstar may disconnect any Customer Equipment which does not conform with any of the provisions of this clause 8 or which, in its reasonable opinion, could cause death, personal injury or damage to property or impairs the quality of the Services.

8.4 Any Customer Equipment connected (directly or indirectly) to or used with the Service must be technically compatible with the Service and approved under any relevant statute (including the Acts) and any telecommunications industry standards.

## 9. Use of the Service

9.1 Without prejudice to the General Terms:

(a) the Customer must use and procure that any Users of any of the Services use the Services only in accordance with Nasstar's instructions as may be notified in writing from time to time and in accordance with the relevant provisions of the Acts, the Nasstar Authorisation, Nasstar's Acceptable Use Policy and any other relevant Law; and

(b) the Customer will not use and will procure that any Users will not use the Service for high traffic applications which (in Nasstar's reasonable opinion) are an unsuitable use of the Service.

9.2 Both parties agree to fully co-operate with the Police and any other relevant authorities (including but not limited to the Inland Revenue, the Trading Standards Office and/or OFCOM and any successor from time to time) in connection with any misuse or suspected misuse of the Service and the Customer consents to Nasstar co-operating with any other telecommunications operators in connection with any suspected fraudulent activity related to or connected with the Service and agree that Nasstar will be entitled to divulge the name and address and account information relating to the Customer, to such third parties.

9.3 The Customer shall supply to Nasstar such information as Nasstar may reasonably request to enable Nasstar to comply with the terms of any order made by OFCOM or a lawful demand under any Law. The Customer shall ensure (having made all reasonable enquiries) that all information provided under or in connection with the Contract is true to the best of the Customer's knowledge or belief at the time of its provision.

9.4 The Customer will indemnify Nasstar against any claims or legal proceedings, which are brought or threatened against Nasstar because the Service is used by the Customer in breach of this clause 9.

## 10. Maintenance Services

10.1 Nasstar will provide Maintenance Services in accordance with the Service Description.

- 10.2 If Nasstar is unable to carry out any Maintenance Services due to the Customer's default or for any of the reasons set out in clause 10.3 below, Nasstar reserves the right to charge the Customer an abortive visit charge.
- 10.3 Nasstar will in no circumstances be liable to the Customer nor provide Maintenance Services where reasonably consider that any fault or breakdown is due to:
- (a) the Customer's fault or negligence (including, without limitation where the Customer has attempted to effect repairs to the Nasstar Equipment unless it has received Nasstar's express authority);
  - (b) the fault or negligence of another Network Operator;
  - (c) the Customer's failure to comply with the provisions of the Contract;
  - (d) the connection of any Nasstar Equipment to any other telecommunications networks or to any Customer Equipment, including any building distribution wiring, not approved by Nasstar; or
  - (e) the use of any Customer Equipment, or any other equipment or software not supplied by Nasstar.
- 10.4 The Customer may request Nasstar to repair or replace any Nasstar Equipment as a result of any of the events set out in clause 10.3, but such repair or replacement will not form part of the Maintenance Services and Nasstar reserves the right to charge the Customer for such services at Nasstar's standard rates in force from time to time.

## 11. Changes to the Service

- 11.1 Nasstar may from time to time make changes to the specifications in the Service Description.
- 11.2 Nasstar may from time to time provide an alternative Service or make changes to a Service including the technical specification of the Services (for whatever reason including in order to manage obsolescence or for operational reasons), provided that any such change does not materially decrease or impair performance of the Service. Where Nasstar exercises its rights under this clause, Nasstar will provide at least thirty (30) days' notice of the change ("**Change Notice**") and where any replacement Services entail an increase in Charges which would amount to an increase of more than ten percent (10%) to the then current Charges, the Customer may terminate the Contract with respect to the relevant Service immediately by providing written notice to Nasstar within thirty (30) days of the date of the Change Notice.
- 11.3 The Customer acknowledges that by reason of the PSTN Switch-off, the Services may not be available for use in all Openreach exchange areas and/or via all Openreach exchange lines. Further, without prejudice to the generality of clause 11.2, the Customer acknowledges that Nasstar may at its discretion provide a replacement Service where a Service becomes end-of-life further to the PSTN Switch-off. Nasstar will provide a Change Notice in respect of any such change, and the provisions of clause 11.2 shall apply where any replacement Services entail an



increase in Charges which would amount to an increase of more than ten percent (10%) to the then current Charges.

- 11.4 The Customer acknowledges that Nasstar may change the Network Operator of the Services from time to time. The Customer accepts that Nasstar may do so for commercial, operational or any other reasons, in its sole discretion. The Customer acknowledges that during the process of change of Network Operator, Nasstar may need to disconnect the Communications Line, which may cause a temporary interruption to other services received from Nasstar or any third party through the Customer's Communications Line.
- 11.5 If Nasstar changes the location of any Equipment at the Customer's request, the Customer shall pay to Nasstar all applicable charges for any re-connections and associated work.
- 11.6 Nasstar may amend these Service Specific Terms and any Contract at any time in order to:
- (a) comply with any legal or statutory obligation including, but not limited to, any requirements from time to time under the Acts or guidance, or to the extent necessary to take into account any changes to any relevant Law or any changes to Industry Agreements;
  - (b) comply with any conditions within a relevant Authorisation;
  - (c) comply with any final order, direction, notice, specification, designation or consent as directed by OFCOM relating to the Service;
  - (d) implement a change to the Charges pursuant to clause 5.10 (a) of the General Terms;
  - (e) maintain the integrity or security of the Service or a Network;
  - (f) introduce process changes, provided they are not to the Customer's material detriment;
  - (g) improve clarity, or make corrections to typographical errors; and/or
  - (h) protect the use of any trade names or trademarks,

provided that any change introduced pursuant to sub-clauses (e) to (h) shall not materially affect the Service or its performance insofar as it is reasonable to do so. Nasstar will give the Customer at least 14 days' notice before the changes are to take effect.

## 12. Charges

- 12.1 The Customer will pay Nasstar all appropriate Charges at the rates, times and frequencies as set out in this clause 12 and in the applicable Order Form, as follows:
- (a) the connection Charges will be payable upon installation; and

- (b) the rental Charges will be payable in advance at the frequency set out in the applicable Order Form from the Service Commencement Date unless otherwise agreed in writing.
- 12.2 Nasstar will consolidate the Charges into a single itemised invoice for all individual Sites where the Services are provided. This will be sent to the Customer at the Customer address specified (unless the Customer asks in writing to send it elsewhere). In the event that the Service Commencement Date for a Contract is not the same as the Customer's monthly invoice date, Nasstar will charge the Customer a pro rata monthly rental Charge for the first and last month, to ensure that all Contract monthly rental Charges are due on the same date.
- 12.3 If a Contract is terminated by either party prior to the expiry of its Initial Term (other than pursuant to clauses 3.6; 3.7; 3.8; 3.9; 11.2; 11.3; or 13.1(b) the Customer shall pay Nasstar a termination payment ("Termination Payment") for each terminated Contract. The Termination Payment shall be the monthly rental Charge multiplied by the number of remaining months of the Initial Term. The Customer will also be liable to pay a Cease Charge in accordance with Clause 13.2 (or any other charges that our Carrier levies against us) in the event that the Service is terminated or the Service ends for any reason.
- 12.4 The Customer acknowledges that Nasstar's Charges have been calculated on the basis that each Contract will continue until the expiry of its Initial Term; and as Nasstar may have spent money on set up costs, and accordingly agree that it is reasonable for Nasstar to require payment of the Termination Payment as calculated above.
- 12.5 Nasstar will repay or credit the Customer with the appropriate proportion (on a pro rata basis) for any rental Charges the Customer has paid in advance (other than for any part of the Initial Term if a Termination Payment is due) for the period ending after the Customer's liability to pay the rental Charges ceases.
- 12.6 Nasstar will usually carry out the Services during normal working hours but may agree, exceptionally, to carry out work outside usual working hours subject to the Customer's agreement to pay an Additional Charge.
- 12.7 Nasstar reserves the right to charge its standard abortive visit Charge to the Customer whenever:
  - (a) an engineer attends an incorrect Site address as provided by the Customer;
  - (b) the Site does not meet the criteria as defined in the Service Description;
  - (c) entry is refused to the Site or no access can be gained at the appointed time, as agreed between the parties;
  - (d) the Customer reports an incident, an engineer attends the Site and discovers the incident is not a result of Nasstar's actions or inactions; and

- (e) the Customer's reported problem is not verified by Nasstar and following the Customer request for an engineering visit, Nasstar cannot confirm existence of the Customer's reported incident.

12.8 Nasstar reserves the right from time to time to pass on to the Customer any charges levied against Nasstar by a Network Operator or any other third party supplier.

### **13. Termination**

13.1 Without prejudice to the General Terms, Nasstar may terminate the Contract (either in whole or in part) with immediate effect if:

- (a) the Customer is in breach (or Nasstar reasonably believes that the Customer is in breach) of clauses 9.1 or 9.2 as such breach may be a criminal offence and/or cause serious harm to Nasstar's reputation;
- (b) Nasstar's ability to provide the Services is altered in a way that is material to the Service (including, for the avoidance of doubt, the Nasstar Authorisation);
- (c) It becomes unlawful for Nasstar or Nasstar's Network Operator to continue to provide or support the Service;
- (d) The Network Operator supporting the Service ceases to do so for whatever reason or changes the terms in respect of the provision of telecommunications services to Nasstar for the Service for reasons beyond Nasstar's reasonable control.

13.2 Without prejudice to clause 12.3, the Customer agrees to pay Nasstar a Cease Charge if: (a) the Customer terminates the Service or the Service ends for any reason; (b) the Customer moves to another provider; or (c) the Customer moves premises. The Cease Charge is a standard charge that reflects cancellation charges Nasstar receives from its Network Operators when the Service ends (and may vary by Network Operator). This Charge may vary from time to time, but only in line with changes to the costs from Network Operators. Current Charges are available upon request. Nasstar's cease team will confirm the Cease Charge when the Service is ended.

### **14. Resellers**

14.1 Where the Customer is an authorised reseller, the following provisions of this clause 14 shall apply.

14.2 The Customer acknowledges that Nasstar shall only supply support to the Customer and not to Users. The Customer shall not distribute any telephone number or email address of Nasstar to any of its Users, for the purpose of obtaining support. In the event that any User does contact Nasstar directly, the User shall be directed back to the Customer.

14.3 The Customer shall ensure that its contract with the User in respect of the Services incorporates these Service Specific Terms.

- 14.4 The Customer may permit the User (and only the User) to use the Services provided that the Customer shall be responsible and remain responsible for ensuring that:
- (a) the User complies with Customer obligations (so far as applicable) including (without limitation) where the Customer is required to ensure, procure, or otherwise require that the User complies with a particular clause in these Service Specific Terms or performs, or refrains from performing, a certain act. Any breach of these Service Specific Terms arising from an act or omission of the User shall be deemed to be a breach of these Service Specific Terms arising from an act or omission of the Customer; and
  - (b) the Customer must ensure that the terms of its contract with the User are not inconsistent with, or contradictory to the terms of these Service Specific Terms.
- 14.5 The Customer shall be liable to Nasstar for any acts and omissions of third parties or the User relating to the use of the Services.
- 14.6 Save as Nasstar may expressly agree in writing, the Customer shall not and the Customer shall ensure that the User customer shall not resell or provide the Services to any other reseller, service provider or distributor or any other third party.

## 15. Definitions

- 15.1 In these Broadband Service Specific Terms, unless the context otherwise requires, these terms will be given the following meanings:

**"Acts"**: the Communications Act 2003, the Telecommunications Act 1984, the Electronic Communications Act 2000, IPA, RIPA and the TSA (each as amended or replaced from time to time);

**"Additional Charge(s)"**: the additional fees which may be charged at Nasstar's standard rates, in force from time to time;

**"Approved Router"**: a router that has been approved by Openreach for use with broadband services;

**"Cease Charge"**: the charge applicable should the Service be ceased;

**"Contract"**: a contract for the provision of Services, Software, Equipment or other Deliverables, comprising such documents that are referred to in or incorporated into an Order Form for such Services, Software, Equipment or Deliverables;

**"CRF"**: means a Customer Requirements Form which the Customer shall complete, with assistance from Nasstar, and will supply the detail of the Services required by the Customer;

**"Communications Line"**: the telecommunications system that the Customer has notified to Nasstar that the Customer (or its User) uses to obtain telecommunications services over the Customer's (or its User's) telephone network at the Site;

**"Customer"**: the entity named as such in an Order Form;

**"Customer Equipment"**: any Customer owned or leased equipment which is used to connect to any Nasstar Equipment or to receive a Service;

**"DNS"**: Domain Name System the mechanism used to resolve IP addresses against domain names;

**"DSLAM"**: equipment located at the local exchange known as 'digital subscriber line access multiplexer';

**"Equipment"**: Nasstar Equipment, Customer Equipment or any hardware or equipment purchased by the Customer under a Contract (as appropriate);

**"Fair Use Policy"**: Nasstar's fair use policy which is available upon request;

**"Hardware"**: either a modem or router which may be purchased by the Customer pursuant to the Contract, for the Customer's provision of the Services;

**"Industry Agreements"**: any standard industry agreements or third party agreements which impact on Nasstar's ability to provide the Services;

**"IPA"**: the Investigatory Powers Act 2016 as amended or replaced from time to time;

**"ISP"**: an Internet service provider, other than Nasstar;

**"Line Rate"**: the rate of connection between the Customer Equipment and the DSLAM;

**"MAC"**: Migration Authority Code, a code issued by Nasstar to the Customer on request if the Customer wants to change broadband providers;

"**Maintenance Services**": the maintenance services to be provided by Nasstar, as specified in the Service Description;

"**Maximum Stable Rate**": the maximum Line Rate the Service is expected to achieve on the Customer's Communications Line, calculated on a per line basis;

"**Nasstar Authorisation**": the authorisation(s) pursuant to the Acts (if any), in accordance with which Nasstar is entitled to provide the Service;

"**NBICS**": 'Number Based Interpersonal Communication Services' – voice telephony services that use the national numbering plan;

"**Network Operator(s)**": any authorised public telecommunications network operator or telecommunications network carrier (sometimes referred to as 'Carrier') used by Nasstar to deliver the Services;

"**Ofcom**": the Office of Communications or any successors from time to time;

"**One Touch Switch**": The broadband and telephone switching process required by Ofcom for consumers to change provider of their residential services without contacting their old provider.

"**Openreach**": Openreach Limited (Company number 10690039) whose registered office is at Kelvin House, 123 Judd Street, London, United Kingdom, WC1H 9NP;

"**Order Form**": a website or web portal or electronic document in a Nasstar prescribed form;

"**Proposed Start Date**": the date notified to the Customer by Nasstar upon which a Service is due to be made available to the Customer;

**"PSTN Switch-off"**: the planned closure by Openreach of its exchanges across the United Kingdom as part of its migration from copper to fibre optic based broadband ISP lines and its planned withdrawal of wholesale line rental (WLR) products from 2023;

**"Rate Adaptation"**: the automatic negotiation of the best Line Rate between the DSLAM and the Customer Equipment, based on the settings within Openreach's telecommunications network, line characteristics and conditions. Rate adaptation can occur several times a day, thus resetting the rate between the Customer Equipment and the DSLAM;

**"RIPA"**: the Regulation of Investigatory Powers Act 2000 as amended or replaced from time to time;

**"Service"**: the provision by Nasstar to the Customer of a Broadband Service as detailed in the Contract;

**"Service Description"**: the Service Description in respect of the Services set out in the Contract;

**"Site"**: the premises to which the Services are to be provided, as described in the applicable Order Form;

**"Small Business Customer"**: a Customer who falls within the definition of a Domestic and Small Business Customer in the General Conditions of Entitlement but who is not a consumer or individual who uses the Services for personal, domestic or household use.

**"Stabilisation Period"**: a period of up to 10 calendar days commencing from the date that the Customer first uses the Services following the Service Commencement Date, during which time the Maximum Stable Rate will be established for the Customer's connection;

**"Termination Payment"**: has the meaning given at clause 12.3;

**"TSA"**: the Telecoms (Security) Act 2021 as amended or replaced from time to time.

**"User"**: a customer of the Customer (being a business customer acting otherwise than in the capacity as a consumer) to whom the Customer re-sells a Service, Software, Equipment or Deliverable;

**"Working Day"**: a day not being a Saturday, Sunday, bank or public holiday on which trading banks are generally open for business in the City of London;

**"WEEE Directive"**: the Waste Electrical and Electronic Equipment Directive 2012

All other terms shall be interpreted in accordance with the Contract (including the General T