

Globalgateway.com Broadband Service Terms

(These terms and conditions come into effect on 9th December 2011)

What we provide

1. The service we agree to give you includes:

- a. a high-speed network access to the internet;
- b. helpdesk services; and
- c. other applications and features as described at <http://www.globalgateway.com>

You will need to have an BT/Eircom compatible telephone line to enable you to receive your Globalgateway.com Internet Broadband service.

When the service starts

2. We will begin the service, and your minimum term will start, on the day we activate the service (service start date). The minimum term for service is 12 months.

Cancelling the Agreement

3. The Broadband speed that we quote when you order the service is an estimate only. Once your Broadband speed has settled (usually 10 days after provision), if you are always getting speeds lower than the estimated range that we quoted, you can contact us any time within the first 3 months after you ordered the service and we will try to improve the speed.

Quality of Service

4. We aim to provide a continuous, high-quality service but we do not guarantee either the quality of the service or that the service will be available at all times. From time to time faults in the service may occur, many of them outside of our control. We will use all reasonable endeavours to repair these faults as soon as we can.

5. The quality of the globalgateway.com service is dependant on geographic, atmospheric or other conditions or circumstances beyond our control.

6. We cannot provide globalgateway.com Broadband service in all parts of the UK due to coverage restrictions.

2

7. We may also take action to manage the network's performance during terms where there is a high demand.

8. If you use the service in any way that we consider is likely to be detrimental to the provision of the service or which may adversely affect other customer's enjoyment of the service we reserve the right to terminate your service immediately.

Using the service – Globalgateway.com Internet Broadband Options

9. If we upgrade you to another globalgateway.com Broadband option while you are still within your minimum term, the remainder of that minimum term will apply to your upgraded service.

Our responsibility to you

10. If you suffer a continuous total loss of the service at any time after we have provided it, we will use all reasonable endeavours to fix the problem.

11. By continuous total loss of broadband service we mean the inability to make a connection to the internet through globalgateway.com broadband due to a fault in any part of the BT/Eircom network up to and including the main telephone socket for your property.

Changing your globalgateway.com service

Changes we may make

12. Occasionally, we may have to interrupt the service. If we do so, we will restore it as quickly as we can. We may also make minor changes to certain technical specifications, including limits for transferring information which are associated with the service. We may also change usage allowances as set out in the Broadband Usage Policy.

Changes you can make

13. If you want to upgrade to another globalgateway.com Broadband option you may do so at anytime. If you do this during your minimum term, if you have one, the remainder of the minimum term will be carried forward to your new option. If you renew your contract either by upgrading or downgrading a package, this will mean another minimum term of 12 months.

14. You agree to provide us with true, accurate and complete details in order to provide your order. You agree to inform globalgateway.com of any changes to your personal details immediately by e-mail addressed to info@globalgateway.com

Changing the terms (notification)

22. Sometimes, we will need to change the charges or the terms and conditions of a service covered by this agreement. Depending on your method of billing, we will send email notifications to customers who receive paperless billing and post letters to customers who opt for paper bills.

23. Under Regulation 14 of the European Communities (electronic communications networks and services) (Universal Service and Users' rights) Regulations 2011 an operator shall, not less than one month prior to the date of implementation of any proposed modification, likely to be of material detriment to the subscribers of any service, notify its subscribers to that service of the proposed modification in the conditions of the contract for that service, and their right to withdraw without penalty from such contract if they do not accept the modification. If we do not hear from you within 10 days of the notification, we will assume you accept the amendments and are happy to continue as a customer of globalgateway.com.

Ending your agreement

24. Separate minimum terms will apply to the service we supply to you and to each other user depending on the pricing option and package you choose. These are detailed in the Price List.

25. If you are using any services, applications or features which are free of charge, these will end on the day your agreement with us ends.

26. When you end your broadband service and do not migrate (using a MAC code) your service to another service provider you will have to pay a cease charge of £29.69 You will not have to pay this charge in the event you are moving address and we are unable to provide the service at the new UK address.

27. If within any relevant minimum term you choose to end the service or you cancel your permanent payment method without contacting us to arrange payment by alternative means, we will assume you want to end the service and we may end your agreement for the service. If we do this within the minimum term of your agreement you will have to pay the termination charges set out for each of the services in the relevant service terms by way of compensation to us for ending your service within the minimum term. We will bill you the monthly amount for the remainder of your minimum term, for each service you have taken from us.