



These **Service Terms** apply to all **6G Air Fibre** Internet access services provided by **6G**. They are subject to 6G's Residential Terms and Conditions.

1. Meanings

Certain words used in these **Terms** have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below under the heading "Defined Terms" in 6G's Residential Terms and Conditions. Others appear either in the 'Defined Terms' section of these **Terms** or in the text of these **Terms**. In the event of any conflict or difference in meaning between the 'Defined Terms' referred to in the Residential Terms and Conditions and these **Terms**, the 'Defined Terms' in these **Terms** shall apply.

2. The Service

2.1 What services will we provide?

In exchange for **you** paying the relevant **Charges**, **we** will provide **you** with the following:

- (a) A single concurrent high-speed access to the Internet
- (b) **Technical Support** (but not tuition)
- (c) Software and other applications and features (if any) stated in **your Order Confirmation**.

2.2 What do you need to use the Service?

Before **we** can provide **you** with the **Service** **you** must satisfy the following conditions:

You must have:

- (a) A **6G Transceiver** and **Ancillary Items** installed at the **Service Address**;
- (b) An **Access Device** which meets the minimum technical requirements, which are:

Operating System

Windows Me, Windows 2000, Windows XP,
Windows Vista, Windows 7

System Requirements

200 MHz or faster
Wi-fi enabled

- (c) A line filter (also known as a micro filter) which **6G** may provide you with as part of the **Service**.
- (d) An ASDL Modem or router.

2.3 The **Service Address** must be within the **Service Availability Area**. **We** will only provide the **Service** to the **Service Address**.

2.4 The **Equipment** (including but not limited to the modem and/or router) must be correctly installed;

2.5 Some modifications may need to be made to **your Access Device** to enable **you** to use the **Service** and it is **your** responsibility to ensure that such modifications do not invalidate the terms of any warranty or contract **you** may have in relation to **your Access Device**. **We** will not be liable for the invalidation or breach of **your Access Device's** warranty or any other contract relating to **your Access Device** as a result of work carried out by **you**, **6G** or **6G's** agents in order to make **your Access Device** operate with the **Service** unless such breach or invalidation is a result of **6G's** negligence.

3. Contract Minimum Period

The standard Contract Minimum Period is 24 months from the **Services Start Date** unless stated to the contrary in **your Order Confirmation**. Upon the expiry of the **Contract Minimum Period** **you** may terminate the **Service** by giving **us** not less

than 30 days written notice. Where **we** provide the **Service** as part of a package of services a shorter **Minimum Period** may apply.

4. Charges – How much do I pay?

4.1 Fixed Charges

Our standard charges for the **Service** are set out in the **Price List**. Where **we** provide the **Service** as part of a package of services **we** may agree to discount **our** standard charges. Any discount provided is conditional upon **you** taking all services for the **Contract Minimum Period**.

The **Charges** **you** have to pay are set out in your **Order Confirmation**.

4.2 Usage Allowances

Certain service products have monthly data transfer allowances ("usage allowance(s)") that stipulate the amount of data **you** can transfer each month, measured in Gigabytes, without any additional charges. Details of the usage allowance applicable to **your** chosen **Service** product are set out in **your Order Confirmation**, on the **Website** and in **My Account**.

Should the amount of data **you** transfer exceed **your usage allowance 6G** may, at its sole option, limit your usage by use of "speed limiter", which prevents further data transfer once the threshold has been reached, or charge **you** for data transferred in excess of the usage allowance or the fair usage allowance (whichever is applicable) in the manner set out below.

The data **you** transfer using the **Service** is measured automatically and all data on **your** data usage is gathered in accordance with **our Privacy Policy**.

You can monitor **your** usage and the amount of data **you** transfer each month in **My Account**.

If in any billing month **you** exceed **your** usage allowance **you** will be charged for any bandwidth usage in excess of the applicable allowance in 1 Gigabyte increments at the rate of £0.99 per Gigabyte or as otherwise set out on the **Price List**. **6G** may vary this rate from time to time. In the event that it does, rate changes will be notified to you in advance via the **Postboard**.

Information and guidance on bandwidth use can be found on the **Website**.

You may upgrade to **Service** products, which may have higher usage allowances, at any time by contacting a member of our sales team.

You may only downgrade **your Service** product to a product with a smaller usage allowance or a slower download speed after the **Contract Minimum Period** has ended unless **6G** agrees with **you** otherwise .

5. Quality of Service - What quality of service can I expect?

5.1 **We** do not warrant (or promise) that the **Service** will be free of defects, uninterrupted or secure but **we** will endeavour to correct reported defects as soon as **we** reasonably can. In performing **our** obligations under the **Contract** **we** will exercise the care and skill to be reasonably expected of a competent internet service provider providing services of the type **6G** provides.

5.2 The quality of the **Service** is dependent on the **Service Address** maintaining uninterrupted line of sight with our network transceivers, the proper operation of your **6G Transceiver** or circumstances beyond **our** control.

5.3 **6G's** provision of the **Service** is dependent upon the operation of the **Telecom Provider's** telecommunications network and the operation of the Internet in general. The **Service** is provided to **you** on a contended basis, which means that **you** share network capacity with other customers. The contention level and maximum access rate (or speed) of **your** connection is specified the **Order Confirmation** and in **My Account**. This is a maximum speed and the actual access rate may vary from time to

time due to the fact that the **Service** is contended and other external matters over which **6G** has no control.

5.4 **6G** will not be liable for any failure or delay in the **Service** due to problems with the **Telecom Provider's** telecommunications network or the Internet in general, except to the extent that those problems are caused by **our** negligence.

5.5 Where **you** use **Third Party Equipment** or software in conjunction with the **Service** **our** provision of the **Service** is dependent upon the operation of the **Third Party Equipment**. **6G** will not be liable for any failure or delay in the **Service** caused by or due to problems with **Third Party Equipment**, except to the extent that those problems are caused by **our** negligence.

5.6 From time to time **we** may suspend the whole or any part of the **Service** for routine maintenance work. **We** will give **you** as much notice of any suspensions as is reasonably possible by posting details on the service status page at <http://www.6ginternet.com/info> or by e-mail, but **we** will not be liable for any loss suffered by **you** or others as a result of such suspension.

5.7 Whilst **6G** will use reasonable endeavours to keep the **Service** secure and free of viruses, worms and other hostile code but does not guarantee that this will be the case. **6G** reserves the right to suspend the whole or any part of its **Service** at any time without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.

6. Conditions of Use of the Service

6.1 **You** agree not to use the **Services**:

- (a) to transmit or receive any material (including making telephone calls) that may be considered illegal, defamatory, offensive, racist, obscene, indecent, menacing (including when talking to our customer service agents) or allowing someone else to do these things, or connected with any criminal offence;
- (b) to do anything, or allow anything to be done, which could damage either **6G's** network or the network of a **Telecoms Provider**;
- (c) to do anything in contravention of any and all applicable laws, statutes, rules of regulations in force in the jurisdiction in which **you** use the **Service** and where the **Service Address** are located.
- (d) to do anything, or allow anything to be done, which constitutes a violation or infringement of the rights of any person (including rights to copyright or confidentiality) or a violation or infringement of any duty or obligation to any third party;
- (e) to do anything which causes inconvenience or distress to any third party;
- (f) for any marketing purposes or their procurement; or
- (g) for fraudulent or criminal activities.

6.2 **You** agree not to tamper with **your 6G Transceiver** or any **Ancillary Items** or otherwise do anything, which may cause damage to them or affect or alter their operation.

6.3 **We** may require **you** to reimburse **us** for any reasonable and foreseeable losses, costs and expenses which **we** incur as a direct result of the misuse use of the **Service** either by yourself or by someone **you** have knowingly allowed to use the **Service** **we** provide to **you**.

6.4 In using the **Service**, **you** must comply with:

- (a) **our Acceptable Use Policy** both in letter and spirit and **you** must also take reasonable steps to ensure that other persons using the **Service** **we** provide to **you** also comply with this policy; and

- (b) **our Fair Usage Policy**; we reserve the right to manage or regulate your usage in accordance with the **Fair Usage Policy** as amended from time to time.

6.5 All information and material submitted to and accepted by **6G** via the **Service** or the **Website** by way of contributions to chats, discussions and user reviews shall be deemed to be and shall remain **your** property. However, **you** hereby grant **6G** the royalty-free, perpetual, irrevocable, non-exclusive right to use, edit, copy, republish and distribute (for any purpose) any materials, data or other information that **you** submit to **6G**, and **you** will not submit any such content unless **you** are able to grant this right. **6G** shall not be subject to any obligations of confidence regarding such information, data or material except as required by law.

7. Storage Space

7.1 As part of the **Service** **we** may provide or procure the provision to **you** of email facilities, web hosting and other services that involve **6G** providing online storage space.

7.2 In order to manage **our** computers and services **6G** may restrict the amount of storage space it provides. The current limits are set out on the **Website** and in **My Account**. **We** reserve the right to vary these limits from time to time and **we** will keep **you** informed via the **Postboard** of any changes. **We** also reserve the right to refuse to accept material and/or to delete material, which exceeds the relevant limit.

8. Privacy Policy

We will hold all information that **you** submit about yourself in a computer database. The ways **we** use your data are detailed in the **Privacy Policy**. For the purposes of providing **you** with telephone support **you** agree to **your** personal data being accessed from outside the EEC.

Please note that calls may be recorded and/or monitored for training and quality purposes.

9. Moving Home

- a) If **you** move from the **Service Address** and wish to continue to receive the **Service** at an alternative address **you** should contact **6G** on the customer service telephone number appearing at www.6ginternet.com/info
- b) When **we** receive **your** request to supply the **Service** to a different address, **we** will terminate the **Service** at the **Service Address** and advise **you** whether **your** new address is within the **Service Availability Area**. If **you** are able to receive the **Service** at **your** new service address, subject to **you** (i) committing to a new **Contract Minimum Period** and (ii) installing a **6G Transceiver** at your new address and paying the associated charges **we** will provide the **Service** to **your** new address.
- c) Within 14 days of the transfer of the **Service** to **your** new address, **we** will refund any **Charges** that **you** pre-paid for the period **you** were without the **Service** as a result of the transfer. **6G** will use reasonable endeavours to provide the **Services** to **you** at the speed **you** have requested, however **we** cannot always guarantee this.
- d) If **your** new address is outside of the **Service Availability Area** or you are unable to receive the **Service** at **your** new service address, **6G** may provide an alternative Internet access services, subject to **you** agreeing to enter into a contract with **6G** or its nominated provider for the provision of those services.
- e) If **6G** is unable to provide **you** with the **Service** at **your** new address (whether by reason of **your** failure to satisfy the requirements of condition 9(b) above or otherwise) or alternative services are not provided in accordance with condition 9(d) **6G** shall be entitled to charge an **Early Termination Fee** if the termination in accordance with condition 9(b) occurs during the **Contract Minimum Period** and payment will be deducted from any **Charges** that would otherwise have

been refunded to **you** in accordance with condition 9(c). Any balance shall become immediately payable by **you**.

- f) If **you** are able to receive the **Service** at **your** new address but, for whatever reason, decide not to do so then the **Charges** an **Early Termination Charge** will be payable if the termination occurs before the expiry of the **Contract Minimum Period**.

10. Your Responsibilities and Obligations

10.1 Use of the Service

- a) Except as provided below, **you** are responsible for your use of the **Service** and for any use of the **Service** made using **your** account, whether or not **you** authorised or were aware of such use. **6G** will not, however, hold **you** responsible for any use of the **Service** that is made via **your** account without **your** authority as a result of **6G's** negligence or its breach of these **Terms**.
- b) **Your Service** account is for a single connection only. Use of more than one concurrent connection to the **Service** may affect the quality and/or performance of the **Service**.
- c) **6G** will only provide **Technical Support** for the single user **Access Device** and **Equipment** but not **Third Party Equipment**. If **you** chose to provide **your** own modem or router, or set-up **your** own network via a router (wireless or otherwise), this will be entirely at your own risk and **6G** cannot assume responsibility for any hardware or software associated with **your** network or its compatibility with the **Service** and **we** will not be obliged to provide **Technical Support** or advice for such devices or configuration.
- d) **You** may not transfer or give out **your** account details for others to use.
- e) **Your** chosen username or e-mail address must not mislead, infringe on others rights, cause distress, be obscene or indicate a connection to another person, company or organisation that has not been authorised. **6G** reserves (but has no obligation) to withdraw use of usernames or email addressed in breach of this condition without being liable to you for any loss **you** may suffer as a consequence.

10.2 Mailbox Housekeeping

- a) In order to enable the continued provision of the **Service** customers, limits are imposed on the amount of email server storage space made available for **your** use. The amount of storage space made available as part of the **Service** is specified by product type in the **Price List**, **your Order Confirmation** and in **My Account**.
- b) **6G** reserves the right at any time without prior warning to:
- Delete from **your** mailbox any emails stored in excess of **your** limit;
 - Reject any new email sent to **your** inbox if your mailbox has insufficient remaining storage capacity to accept them;
 - Reject emails sent from or to **your** email address if the size of the e-mail and/or attachment is in excess of 2 megabytes and
 - Delete any emails stored in **your** mailbox for in excess of 60 days.

IF YOU WISH TO RETAIN ALL OR ANY E-MAILS IN YOUR MAILBOX BEYOND 60 DAYS YOU ARE ADVISED TO DOWNLOAD YOUR E-MAILS TO YOUR ACCESS DEVICE. INSTRUCTIONS EXPLAINING HOW TO DO THIS CAN BE FOUND AT <http://6ginternet.com/info>

10.3 Webspace

- a) **You** are solely responsible for (and **6G** accepts no responsibility or liability for) the content of any web space provided to **you** as part of the **Service**. **6G** reserves the right (but shall be under no obligation) to remove from **your** web space without prior notice any materials that do not comply with the **AUP**.

- b) The amount of bandwidth and online storage available for **your** webspace is limited to enable **6G** to provide the **Service** to all its customers. Details of the online storage space and bandwidth allocated to **you** can be found in **My Account**.
- c) **6G** reserves the right (but is not under any obligation) at any time without prior warning to suspend the provision of the **Service** if you are using excessive bandwidth.
- d) **You** cannot link the webspace to a third party (i.e. non-6ginternet.com) domain name.
- e) Functions such as CGI scripts or access logs are not available.
- f) **Technical Support** does not include support for HTML authoring or web page design.
- g) **You** are responsible for backing up data on your web pages. **6G** will not keep copies of **your** web pages and under no circumstances will **we** be responsible for the loss of any data or content on those pages if **you** have failed to properly back them up.

10.4 General

You are responsible for:

- a) Any interoperability between **your Access Device, Equipment** and the public telephone service. **We** are not responsible if **you** are not able to use the **Service** because **Third Party Equipment** does not work properly, is not compatible with the **Service** or does not meet the **Minimum Specifications** or because of faults in any public communications network (if applicable).
- b) Keeping **your** user name and your password confidential and secure. **You** must not attempt to change your user name. If you think that your user name(s) has become known to any unauthorised person or may be used in an unauthorised way **you** must inform **us** immediately;
- c) Complying with any and all policies or guidelines **we** may publish governing how **you** are allowed to make use of the **Service** including, but not limited to the **Fair Use Policy** and **Acceptable Use Policy**;
- d) Providing, paying for and complying with the conditions applicable to, an appropriate telecommunications connection provided by a **Telecom Provider** and **you** agree not to block any means of **us** identifying which address, telephone number or line that connection supplies;
- e) Providing true, complete and accurate information in any communication with **us** including when **you** order or register to use the **Service** and that **you** will notify **us** immediately of any changes to such information.
- f) Taking all reasonable steps necessary to ensure that any password allocated to **you** is kept confidential and is not used by any third party and notify **6G** immediately if you have any reason to believe that any such password has become known to a third party and/or that a third party is using or is likely to use such password to access the **Service**.
- g) Making appropriate security and confidentiality provisions in relation to **your** use of the **Service** and ensuring that **you** have up to date virus protection in place on **your Access Device** at all times;
- h) Keeping any appointments agreed with **6G** or its agents, necessary for the provision or repair, upgrade or enhancement of the **Service** or any **Equipment** and acknowledging that failure to do so may result in an **Abortive Visit Fee** becoming payable by **you**.

11. Software and Intellectual Property Rights

- 11.1 **6G** grants **you** a personal non-transferable and non-exclusive licence to use exclusively in connection with the **Service** any software and documentation owned by or licensed to **6G**, which is provided or made available for **your** use by **6G** in relation to the **Service**. This licence will cease immediately on termination of the **Contract**. If **we** supply **you** with software and/or documentation provided by a third party, **you** must use that software in accordance with and abide by the terms of software licence agreement supplied with it. All rights in all software and documentation remain the property of **6G** or its licensors.
- 11.2 Except to any extent permitted by law, **you** must not and must not permit any other person to copy, modify, alter or adapt any software or documentation provided by **6G** including, but not limited to, translating, decompiling, disassembling or creating derivative works.
- 11.3 **You** may not transfer, assign, distribute, rent, lend, sublicense or lease any software or documentation provided by **6G**.
- 11.4 **You** must keep confidential and protect the contents of any software or documentation provided by **6G**. This obligation of confidentiality and protection shall survive the cancellation or termination of the **Contract** but shall not extend to any information, which is in or comes into the public domain other than as a result of your breach of this condition.
- 11.5 Any addresses such as email addresses, IP addresses and domain names assigned to **you** by **6G** are and shall remain the sole property of **6G**. Unless **we** have agreed otherwise in writing, **you** will not be entitled to a dedicated IP address.

12. Technical Support

- 12.1 **6G** offers telephone technical support ("**Technical Support**") in respect of the **Service**. If **you** require **Technical Support** please contact the telephone number shown at [://www.6ginternet.com/info](http://www.6ginternet.com/info)
- 12.2 **Technical Support** is available for:
- (a) **Service related** issues when the **Service** is accessed using hardware running the following hardware and software:
- Windows ME (Millenium)
 - Windows 2000
 - Windows XP Home
 - Windows Vista
 - Windows 7;
 - Internet Explorer (connection, basic settings and advance settings);
 - Outlook Express (connection, basic settings;
 - Microsoft Outlook (connection, basic settings and advance settings);
- (b) **Equipment** (excluding **Third Party Equipment**);
- (c) Filters supplied by **us** or on **our** behalf;
- (d) Installation of hardware and software provided by **6G** for use in relation to the **Service**;

12.3 **Technical Support** does not include support of:

- (a) **Third Party Equipment**
- (b) Software supplied not supplied to you by **6G**
- (c) Switchboards, pbx or networks through which you may access the Service.
- (d) Home networking (aside from initial configuration and diagnosis of **Equipment**)

- (e) **6G** Transceiver and or Ancillary Items. Note that support may be available from **6G** Installations Limited who supplied and installed these items.

13. Our responsibility to you

- 13.1 If **you** suffer a continuous total loss of the **Service** at any time after **we** have provided it, **we** promise to put things right by midnight on the third weekday (not public and bank holidays) after **you** have reported the fault to us unless a specific appointment date is agreed. **We** will treat a fault reported after 6pm on a weekday, or anytime at weekends or on a public or bank holiday, as if **you** reported the fault at 9am on the next weekday after the day **you** reported the fault to **us**.
- 13.2 By continuous total loss of the **Service** **we** mean the inability to make a connection to the internet using the **Service** due to a fault in any part of **6G's** network, which excludes any third party network or any home network within **your Service Address** leading from the socket in **your Service Address**.
- 13.3 Should **we** fail to rectify reported faults that are within our control within the aforementioned time frame **we** will provide **you** with a credit for each whole day that **we** are late in restoring the **Service**. This credit will be equal to the daily charge of **your** rental for each day that applies. The pro rated daily charge for the **Service** i.e **your** monthly subscription for the **Service** multiplied by 12 and divided by 365. **You** will not qualify for a credit if the fault relates to **your** phone line or **Third Party Equipment**.
- 13.4 **You** must contact **us** in writing to claim a credit. If **your** credit request is approved it will be applied against future or current outstanding **Charges** due for the **Service**.
- 13.5 **Our only responsibility is to pay you the credits described above, unless we are negligent.**
- 13.6 **6G's** responsibilities and liabilities in this condition 13 do not extend to any loss or impairment of service arising from or connected with any fault or failure of **your 6G Transceiver** or **Ancillary Items** unless such fault or failure is a result of **6G's** negligence.

14. What happens at the end of the Contract?

- 14.1 **You** may end the **Contract** for the **Service** by serving notice in accordance with the termination provisions contained in **our Residential Terms and Conditions**.
- 14.2 If **you** are using any services, applications or features, which are free of charge, these will end on the day **your Contract** with **6G** ends.
- 14.3 Ending the **Contract** will mean **you** will be unable to receive **6G** line and voice services.
- 14.4 If **you** end the contract prior to the expiry of the **Contract Minimum Period**, **you** will have to pay an **Early Termination Charge**.
- 14.5 If **you** have agreed to pay a **Disconnection Fee** instead of a connection fee, the **Disconnection Fee** will be payable by you **upon** termination of this contract, in addition to any Early Termination Charge.
- 14.6 **We** will stop providing the **Service** to **you** and, without prior notice:
- (a) delete all emails in **your** email account;
- (b) remove **your** web site and delete any information held on it;
- (c) reject all emails sent to **your** email account and notify the sender that **your** email account is inactive;
- (d) cancel all email functionality provided to **you** as part of the **Service**; and
- (e) delete all web space provided to **you** as part of the **Service** and the content of that web space.

15. Defined Terms

"**Abortive Visit Fee**" means the sum of specified in the **Price List**;

"**Access Device**" means a personal computer or hardware device (e.g smart phone or tablet) used by **you** for accessing the **Service**;

"**6G Air Fibre**" means high speed wireless Internet access services;

"**Deferred Payments**" means any sums stated in **your Order Confirmation** and referred to in condition 14 above;

"**Contract**" means the legal agreement between **you** and **6G** made up of these **Service Terms**, the **Residential Terms and Conditions**, the **Multi-Play Package Agreement** (where you receive the **Service** as part of a package of services), the **Price List**, the **Privacy Policy**, the **Fair Use Policy** and the **Acceptable Use Policy**;

"**Connection Charge**" means the charge for connecting the **Service** as detailed in the **Order Confirmation**;

"**Fair Usage Policy**" means the policy, in any, posted on the **Website** from time to time aimed at maintaining the performance and availability of the **Service** for all customers;

"**Service**" means **6G Air Fibre**;

"**Service Availability Area**" means the geographic area where the **Service** is available from time to time as advised by **6G** from time to time;

"**6G**" or "**our**" or "**we**" means 6G Internet Limited a company incorporated in England and Wales with company number 6675607 whose registered office address is 4 Lockside Office Park, Lockside Road, Preston, Lancashire PR2 2YS;

"**Telecom Provider**" means **6G's** provider(s) of elements of the **Service(s)** from time to time;

"**Third Party Equipment**" means any equipment, including but not limited **Access Devices**, modems and routers, cables and filters not supplied to **you** by **6G** as part of the **Service(s)**;

"**us**" means **you** and **6G**; and

"**Usage allowance**" means the monthly data-download allowance, measured in Gigabytes;

"**Website**" means the **6G** portal at <http://www.6ginternet.com>; and

"**you**" and "**your**" means the purchaser of the **Service**