

# Lines and Connectivity Terms & Conditions

**1<sup>st</sup> April 2024.**

These Specific Terms and Conditions relate to the following products: - ·

## **Telephone Line Rental**

## **Unlimited Business ADSL2+**

## **Unlimited Business Fibre (FTTC/FTTP)**

## **Single Order Generic Ethernet Access (SoGEA)**

## **About Us**

Pineapple is a trading style of Pineapple Telecoms Ltd (the "Company") a company registered in England and Wales under number 12955711 whose registered address is at Suite 2 Chancery Court, 34 West Street, Retford, DN22 6ES and having VAT number GB 363 1946 87.

## **Contact Information**

Our main switchboard telephone number is 01522 437905. Office hours are 8.30am to 5pm Monday to Friday excluding bank holidays. Outside these hours, you can leave a voicemail message for our Team and an on-call engineer will call you back as soon as possible. Alternatively, you can email our Support Department at [support@pineappletelecoms.co.uk](mailto:support@pineappletelecoms.co.uk). Please visit <http://www.pineappletelecoms.co.uk/contact> for a full list of contact email addresses and opening times.

## **Our right to vary these Specific Terms and Conditions**

Pineapple may revise these Specific Terms and Conditions from time to time. An up to date copy of these Terms and Conditions can be found on our website <http://pineappletelecoms.co.uk> These Fibre Broadband (FTTC/FTTP) Specific Terms and Conditions are in addition to our VoIP terms and conditions which can also be found at <http://pineappletelecoms.co.uk>

## **1. Definitions**

**Pineapple, Pineapple Telecoms, We, Us** – means Pineapple Telecoms Ltd.

**Fibre Broadband (FTTC/FTTP) service** – The Fibre to the Cabinet (FTTC) and Fibre to the Premises (FTTP) service, also known as Very High Speed Digital Subscriber service is a service which provides a fibre optic connection to the Internet via the local telephone exchange to your local street cabinet and a copper cable connection from the cabinet to your Premises. FTTP is a fibre optic connection all the way from the local telephone exchange all the way into your premises. Fibre Broadband (FTTC/FTTP) service is provided in accordance with these Specific Terms and Conditions. For the avoidance of doubt, in respect to broadband services, we supply our Fibre Broadband (FTTC/FTTP) service to/on the telephone number provided at sign up. This includes all products relating to SoGEA.

**SoGEA – Single Order Generic Ethernet Access** – means a standalone super fast fibre broadband without a landline. It's a Fibre optic cable from the exchange to your nearest green cabinet then copper into the building.

**Telephone Line/Service** – means the Telephone Line into your premises, also known as public switched telephone network (PSTN) line. For the avoidance of doubt, in respect to telephone service, we supply our telephone service/s on the telephone number provided at sign up or you will be allocated a new Telephone Number if you are having a new line installed or re-activated.

**Minimum Cancellation Notice Period** – is 1 (one) calendar month to expire anytime on or after the Minimum Contract Period.

**Minimum Contract Period** – is 12 (twelve) calendar months from the day of activation after which your service will be moved onto a 1 (one) calendar month rolling contract unless otherwise agreed in your proposal document.

**Openreach** – Openreach maintain and operate the UK's Public Switched Telephone Network. Most communication providers are reliant on Openreach to provide their service to their end users.

**You, Your and Yourself** – refers to a customer of Pineapple and end user of Pineapple products and services.

**Agreement** – means these Specific Terms and Conditions. By placing an order for and/or using these services you agree, to and accept these Specific Terms and Conditions in their entirety. This Agreement forms the basis of a Contract between Pineapple and you, the Business.

### **The Service we provide**

We will provide a Fibre Broadband (FTTC/FTTP), SoGEA and Telephone Service/s to your premises as specified by yourself at the time of registration/ordering subject to availability and local factors such as capacity and exchange availability.

### **Accepting Your Order**

Before Pineapple can accept your order for our Fibre Broadband (FTTC/FTTP) or SoGEA service we need to check the service is available at your premises. To do this we carry out extensive checks on the national Openreach database. We call this an On-Net service search. If your property does not have an On-Net service capability, we may be able to place your order with a partner service provider to service your property, we call this an Off-Net service.

- Additional checks we also carry out before we accept your order are:
- availability of fibre broadband in your area;
- your telephone line is in a fibre broadband enabled area;
- line qualification indicates that a minimum line rate for the fibre broadband is likely to be achieved on your specific telephone line; and
- there is spare capacity to your premises for a new/additional telephone line to be installed.

### **Rejecting Your Order**

Your order with Pineapple may be rejected for one or more of the following: ·

- you do not have a current live BT or BT Wholesale telephone line;
- the telephone number provided is either invalid, stopped or is scheduled for cancellation;
- the Openreach database indicates the line length to your premises is outside transmission limits for our Fibre Broadband (FTTC/FTTP) service;
- your telephone line is not within a fibre broadband service area;
- your local telephone exchange currently exceeds available capacity;
- your local street cabinet currently exceeds available capacity;
- you have failed our address verification check and/or credit checking criteria;
- we have been unable to contact you to confirm your order to carry out further identity and security checks; or
- other reasons associated with providing our service.

### **1. Broadband (FTTC/FTTP), SoGEA Installation, Activation & Migration**

Before Pineapple accepts your order and provides you with an installation or activation date we may give you some advice and information. This may include informing you of any necessary remedial work that will need completing prior to the activation or installation of your new service. This may include but is not limited to:

- where to locate your equipment and any necessary preparation required to receive our Fibre Broadband (FTTC/FTTP) service. Normally Fibre Broadband (FTTC/FTTP) service routers need to be located close to the Master Telephone Socket and an electrical plug socket. We recommend you DO NOT connect your broadband router into any telephone extension sockets or trailing telephone extension wires as this can cause interference and faults with the Fibre Broadband (FTTC/FTTP) service;
- any additional equipment you may need to receive/activate your service with us; and
- any checks you may have to complete before the activation/installation date.

On the day of activation/installation you may be contacted by an Openreach engineer who may need to enter your property to install the requested service. We request that Openreach engineers call 30 (thirty) minutes before attending your property. If this is required Pineapple will notify you at least 3 (three) working days in advance of the scheduled engineer visit. Pineapple does not accept any liability for loss of business or loss of income incurred as a result of

cancelled Openreach appointments or for appointments that an Openreach engineer does not attend.

Once your Fibre Broadband (FTTC/FTTP) service is activated there is a chance that you may notice a slight change in the sound quality of connected telephony equipment such as Fax machines, modems and burglar alarm systems. This is normal and is not a fault with your Fibre Broadband (FTTC/FTTP) service.

If you have a burglar alarm or care alarm connected to your telephone lines, please contact the supplier or maintenance provider before your Fibre Broadband (FTTC/FTTP) service activation/installation to make sure the service is 100% compatible.

We use reasonable efforts to make sure your Fibre Broadband (FTTC/FTTP) service is installed/activated on the scheduled date. However problems do occur from time to time and activation/installation dates cannot be guaranteed.

On the day your Fibre Broadband (FTTC/FTTP) service is being activated you may lose the dial tone on the telephone line that you are having the service activated on. This is a normal process and does not mean there is a fault with your service.

If you are upgrading from Broadband (ADSL2+) to our Fibre Broadband (FTTC/FTTP) service you also may lose internet connection for 24 (twenty four) hours. The existing equipment must be disconnected from your telephone line at the local telephone exchange and new equipment connected before the Fibre Broadband (FTTC/FTTP) service can be activated. If you do lose your current internet service, please wait 24 (twenty four) hours and recheck the service before reporting a fault with our Fibre Broadband (FTTC/FTTP) service.

Pineapple cannot accept any liability for any costs, expenses, losses, damage or other liabilities (howsoever arising) which may be incurred as a result of the timing or delay in the activation/installation.

After activation, it can take up to 10 (ten) days for your Fibre Broadband (FTTC/FTTP) service to stabilise. Fibre Broadband (FTTC/FTTP) service is a rate adaptive service which means the speed of your connection may change over time and when the power to your broadband equipment is restored. It is advised that you do not unnecessarily interrupt the power to your broadband

router or turn the power off when the service is not in use. Examples of actions we DO NOT RECOMMEND are turning off the power to your router when not in use such as when you go to bed or are away on holiday and unnecessary cycling the power to 'reboot' your router.

**PLEASE NOTE:** Supplied routers by Pineapple are pre-configured and you should not factory reset the unit, using the reset button on the rear of the router, under any circumstances. If you the customer perform a factory reset, you will be responsible for returning the router to Pineapple to have the configuration reapplied. Returns postage WILL NOT be refunded and a £12.00 (twelve pounds sterling) administration fee for re-programming your returned router will be charged to your account. Returned routers will be re-configured and returned to customers within 48 (forty eight) working hours of receipt however at busy times this is not always possible and is not guaranteed.

If routers provided as part of the activation or installation charge/fee, the title of ownership of the router is transferred to the customer who will own the router in its entirety.

Pineapple actively monitors all Fibre Broadband (FTTC/FTTP) service connections for faults and will often contact customers before they know they have a fault. For our systems to trend patterns with your Fibre Broadband (FTTC/FTTP) service connection, you must keep your broadband router switched on and connected at all times.

## **2. Telephone Line (PSTN) Installation, Activation & Migration**

Pineapple will supply a Telephone Service to the telephone number supplied at sign up. Should you wish to change your Telephone Number, please notify Pineapple during or immediately after the sign-up process. If Pineapple is migrating your Telephone Service from another provider, it is sometimes not possible to keep your existing Telephone Number, if this is the case, Pineapple will contact you before proceeding with the order. If Pineapple is installing or activating a new Telephone Line at your premises, we will notify you of the new Telephone Number once your installation is completed. As standard Pineapple block all International and Premium Rate numbers from being dialled from our Telephone Line products. This bar can be lifted, however Pineapple reserve the right to ask for a non-interest bearing deposit of £500.00 (five hundred pounds sterling) in cleared funds to be received before this bar is lifted.

### **3. Telephone Service - customer responsibilities**

As a customer of Pineapple, you are contractually liable for the following charges associated with our Telephone Line product/s:

- all Openreach installation and engineer charges relating to the Telephone Line/s Pineapple provide you;
- all call charges to and from the Telephone Line/s we provide service on, even if you the contracted party did not make these calls;
- any charges resulting in the use of any Telephone Line Select Services;
- all equipment connected to the PSTN network must be free from any defects which could cause damage or interference with the Telephone Line and associated broadband product;
- to make sure no damage is caused to the Network Termination Equipment (NTE) located within your premises;
- not to use your Telephone Line to make nuisance or malicious calls;
- not to use your Telephone Line to commit fraud or falsely represent yourself as someone else other than your given name on your birth certificate or marriage certificate or other official UK Government issued ID;
- not to damage maliciously any physical Openreach equipment or wiring which will result in a fault being generated on the Telephone Line/s we supply service to.

### **4. Broadband Service - customer responsibilities**

You must take all reasonable precautions to ensure that no one (including you) uses the service: ·

- fraudulently or in connection with a criminal offence; to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- to cause annoyance, inconvenience or needless anxiety;
- to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- in any way which in our opinion is, or is likely to be, detrimental to the provision of the service to you or any of our customers;

- in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our and/or Carrier Acceptable Use Policies as may be amended from time to time; and
- in a way that does not comply with any instructions that we have given you.

## **5. Fair Use Policy**

All Fibre Broadband (FTTC/FTTP) Broadband Packages are subject to a Fair Use Policy. All our customers expect a certain level of service at all times and as such Pineapple do not impose speed caps during busy times. However, if you use your Broadband connection inappropriately and in doing so your actions affect the service of other customers or internet users, Pineapple may suspend and/or terminate the offending account without notice. This is what we call our Fair Use Policy.

The Pineapple Fair Use Policy is defined as, but not limited to, the following list of inappropriate behaviour:

- Excessive Internet Usage – You may not consistently download more than 1 (one) Terabit of data in any one calendar month. We deem this Excessive use and not appropriate for this product. If you do download this amount of data, we will contact you to suggest an alternative product.
- Copyright Infringement – All material published/downloaded must be owned by the publisher or the appropriate releases must have been obtained prior to publishing. Pineapple will co-operate with all agencies attempting to assert their rights in these matters.
- Disruptive Activity – Any activities, which adversely affect the ability of other people or systems to use the Pineapple network or the Internet, are prohibited. This includes "denial of service" (DoS) attacks against a network host or individual user.
- SPAM – You may not use your Broadband connection to send SPAM.
- Servers – You may not use your Broadband Connection to host servers with this product.

## **6. Static IP Address**

As standard, all our Broadband customers are given a FREE OF CHARGE static IP Address. An IP Address is like a Business postal address, it identifies you on the Internet. This can either be a IPv4 or IPV6 static ip address. Your IP Address



cannot be changed at your request and will only be changed for technical reasons. Pineapple also reserve the right to change your Static IP Address at any time. Static IP Addresses are not owned by you and cannot be transferred to another Internet Provider. Due to the exhaustion of IPv4 address space, we may at our discretion issue you only a IPv6 address as a static ip. Should you visit IPv4 sites/services, your session will be routed over a communal block of IPv4 addresses. This is called IPv4/IPv6 Dual Stack or CGNAT.

## **7. Service Level Agreement (SLA)**

Currently there is no Service Level agreement (SLA) for Fibre Broadband (FTTC/FTTP) services including bonded services and none are offered by Pineapple. To avoid confusion loss of business compensation is NOT offered for faults, outages, equipment failures or provisioning delays.

## **8. Fibre Broadband (FTTC/FTTP) / Line Rental Care Packages**

Line Rental and Broadband Care Packages are available upon request for an additional monthly charge. These packages enable us to report faults with your service and get faster fault fixing by an Openreach engineer. Please contact us for up to date costs and product availability. As standard, all our Business Broadband connections are provisioned with Care Level 1 as standard. Care Level 1 provides a next working day fix + 1 day, Monday – Friday, whereas Care Level 2 provides end of next working day fix Monday – Saturday. Limitations apply to these timescales. AM/PM cut off is 00:00 and 13:00. For business critical applications, Pineapple would recommend Care Level 4 to be placed onto the Telephone Line and Broadband (FTTC/FTTP) service. Openreach typically fix Care Level 4 Broadband (FTTC/FTTP) & Telephone Line faults within 6 hours 24/7 365 days a year.

Pineapple also offer a range of Bonded and backup ADSL2+ Broadband connection solutions. Please us on 01522 437905 to discuss your Business requirements with a member of the Team today.

## **9. Using your own router**

If you use broadband equipment not supplied by Pineapple or any equipment supplied by Pineapple at your specific request, you should understand it may not be compatible with our Fibre Broadband (FTTC/FTTP) service. It is your

responsibility to ensure compatibility with our service and to support and maintain this broadband equipment. Pineapple cannot offer any technical assistance with the setup, maintenance and fault diagnostics of equipment not supplied by Pineapple or supplied by Pineapple at your specific request nor accept any liability for damage or loss caused by the use of this broadband equipment including, but not limited to, damage to the telephone line, the telephone exchange or any other equipment at your address or located remotely owned by Pineapple or any other third party.

## **10. Moving Premises**

If you move business premises and no longer own or occupy the property you receive your Pineapple (FTTC/FTTP) and Telephone Service, you will need to terminate your contract with Pineapple in writing or by calling 01522 437905. When you terminate your contract with Pineapple you may have an Early Termination Charge and/or a Cessation Fee to pay, please see the Duration and Termination section below for further information. At the sole discretion of Pineapple, the Early Termination Charge and/or Cessation Fee may be waived provided that the existing contracted service is available at your new address and you renew your contract for a further Minimum Contract Period at your new address. Please call us on 01522 437905 for more information and advice if you are considering moving premises and to see what products and services are available at your new property.

## **11. Product Changes/Regrades**

The speed of the Fibre Broadband (FTTC/FTTP) service you receive can be changed subject to availability at your premises. You can only regrade to the next available faster or slower Fibre Broadband (FTTC/FTTP). The price of the new product will apply from the date your service is changed. It is not possible to downgrade from Fibre Broadband (FTTC/FTTP) service to Broadband (ADSL2+). We charge a flat fee of £20.00 (twenty pounds sterling) per regrade your product to the next available faster or slower Fibre Broadband (FTTC/FTTP) service product. Please contact us for more information about current costs.

## **12. Technical Support**

Pineapple provides all the equipment required which is pre-configured so that you can receive our Fibre Broadband (FTTC/FTTP) service. All equipment

supplied by Pineapple is covered by our Technical Support which includes, but is not limited to, a broadband router.

Due to the nature of WiFi technology, Pineapple cannot guarantee a reliable WiFi signal in your Business Premises with the Broadband Router we supply. There is a large number of reasons why you may experience a slow WiFi connection or drops in your WiFi connection. These include, but is not limited to, Radio Interference, the construction of your house/walls, and/or a nearby WiFi router causing interference. We always recommend that you hard wire any device you connect to your router for the most reliable Internet experience.

If you suspect a fault with your Fibre Broadband (FTTC/FTTP) service or you are suffering from performance issues you can report the fault by calling Technical Support (see contact information above). Alternatively, if you still have internet access or access by some other means, then you can log a support ticket by email to our support email address [support@pineappletelecoms.co.uk](mailto:support@pineappletelecoms.co.uk)

### **13. Duration and Termination**

All Broadband (FTTC/FTTP) and Telephone services have a Minimum Contract Period as defined above from the day of activation. You may end this agreement at any time before the Minimum Contract Period but you will be required to pay an Early Termination Charge and/or Cessation Charges. You are required to serve written termination to [terminations@pineappletelecoms.co.uk](mailto:terminations@pineappletelecoms.co.uk) and the minimum cancellation notice period is 1 calendar month. Please contact us (see contact information above) to discuss your options.

Orders placed for the Service will be business to business transactions to which Consumer Contracts (Information, Cancellation and Additional Charges) & Distance Selling Regulations do not apply.

Upon acceptance of a quotation for service or acknowledgement by Pineapple of your order, the minimum contract period for the service will therefore be applicable. Should a Business customer wish to cancel their service during their initial minimum contract period, an Early Termination Charge is equal to the sum of the unpaid amounts due during the Minimum Contract Period will be payable.

Should you wish to change the date/time of your activation/installation, Pineapple reserve the right to charge a £25.00 (twenty five pounds sterling) administration charge to cover Openreach charges imposed on us as an ISP.

If you instruct Pineapple to terminate your service, even if you are moving to another internet service provider (ISP), a cessation Fee of £40.00 (forty pounds sterling) will be charged to close down your circuit. If you terminate your agreement with Pineapple during the initial Minimum Contract Period there is an Early Termination Charge. The Early Termination Charge is equal to the sum of the unpaid amounts due during the Minimum Contract Period.

If Pineapple or Openreach at any time deem that your Telephone Line is not capable of supporting the Fibre Broadband (FTTC/FTTP) and/or Telephone service, we reserve the right to terminate the Fibre Broadband (FTTC/FTTP) and/or service immediately without notice and issue a refund for any Fibre Broadband (FTTC/FTTP) and/or Telephone service not provided. This includes but is not limited to:

- the Telephone Line you wish to use or are using for fibre broadband is too far away from the telephone exchange to support the Fibre Broadband (FTTC/FTTP) service;
- the Telephone Line you wish to use for fibre broadband has a direct connection to the telephone exchange; and
- the Telephone Line you wish to use or are using for broadband is of poor quality and cannot support the Fibre Broadband (FTTC/FTTP) service data service.

Pineapple reserves the right to move you onto a different product or wholesale provider at no additional cost to yourself, if, in our reasonable opinion, it would mean that your service would perform better and be of equivalent price to your existing product. We will contact you by email should this change result in an interruption of service.

Without limiting its other rights or remedies, each party may terminate the Contract in respect of the Services with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing of the breach;

- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- the other party (being an individual) is the subject of a bankruptcy petition or order;
- a creditor or encumbrances of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) days;
- an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

#### **14. Consequences of Termination**

Should you cancel your contract with Pineapple so that it ends before the Minimum Contract Period has expired, you will be required to return, in good working order and material condition, any equipment we have supplied even if this equipment was supplied to you as part of an activation charge paid at the time you place your order. However Pineapple reserves the right to waive the requirement to return of any equipment at their sole discretion. Should the supplied equipment not be returned in good working order and material condition within 14 (fourteen) days after you cancel your service, except where

the requirement to return equipment is waived, Pineapple reserves the right to impose an Equipment Charge of £50.00 (fifty pounds sterling).

Any disconnection work of your service will take place at the local Telephone Exchange at which your Telephone Line is connected and not at your premises. An engineer will NOT attend your premises to terminate your service except in the case where line plant (the physical copper wire to your premises) needs to be recovered, where an Openreach engineer will need to attend your premises to complete the work. This would normally be standard practice for building site offices which are temporary structures or where a building is due to be demolished.

## **15. Pricing and Charges**

All prices, except where explicitly stated, are quoted exclusive of VAT at the prevailing rate at the date the charge applies. Payment for services is by monthly Direct Debit on or around the bill due date specified on your bill. This is usually 5-7 days after the invoice issue date. Invoices are emailed to your registered email address on a monthly basis. A £5.00 (five pounds sterling) is charged for monthly paper invoicing and is only available upon request.

Should we incur increases in wholesale costs, we may increase Our Charges of 'in contract' services no more than once during each calendar year after the Commencement Date and no annual increase in the Charges shall exceed 10%. We may increase the price of our out of contract services at any time provided we give you 30 days notice.

If a Direct Debit claim is rejected or is returned unpaid, an Administration Fee of £5.00 (five pounds sterling) will be charged to your next monthly invoice.

Should you instigate a Direct Debit Indemnity claim via your bank or building society, a £30.00 (thirty pounds sterling) charge per returned Direct Debit will be payable in the event your claim is unjustified. We will contact you by email or Telephone to discuss the Direct Debit Indemnity further with you. If you instigate a Direct Debit Indemnity Claim we will contact you by email or telephone to discuss the claim with you. If we are unable to contact you within 14 (fourteen) days our standard disconnection procedure will commence and you will be liable for all Early Termination fees/Disconnection Fees and Cessation fees.

Should you fail to make your monthly invoice payment on-time, by cleared funds, by the invoice due by date, Pineapple reserves the right to charge a £25 late payment fee or 3% flat rate on the original invoice amount for each complete day cleared funds are not received and suspend services without warning.

For all customer types, if your service/s is disconnected due to non-payment and you wish for your services to be re- connected at the time you make payment, a Re-activation/Re-connection Charge of £120.00 (one hundred and twenty pounds sterling) will be charged per product which has been disconnected. Payment MUST be made in advance by Credit/Debit card or by BACS/Faster Payment before the re-activation of your services is processed. Disconnection fees cannot be added to your next monthly invoice.

Pineapple reserves the right to make an "Aborted Visit Charge" of £120.00 (one hundred and twenty pounds sterling) if an Openreach engineer is:

- refused entry to the premises;
- the premises are not accessible;
- denied entry despite you having agreed with us; or
- denied entry despite third parties have access the premises;
- found not to be able to carry out the required works due to site not being ready.

Pineapple will make a "Special Fault Investigation Charge" of £210.00 (two hundred and ten pounds sterling) in the event an Openreach engineer is called to repair a fault with your Broadband (FTTC/FTTP) or Telephone service if the work to repair the fault:

- includes work not already covered by these terms and conditions; · includes providing or rearranging services where standard Openreach charges do not apply or are not available;
- includes changes to internal or external cabling or equipment not associated with the fault or service;
- includes damage to external or internal cabling caused by the theft, loss or malicious damage, loss or removal of Openreach or Pineapple equipment, or external environmental factors such as a lightning strike, electrical surge, water ingress or physical damage; or

- is not possible where no fault is found with any Openreach service or equipment. This covers situations where no fault is found or the fault is found with non-Openreach equipment or Pineapple supplied equipment.

## **16. Security**

You must not share your username or password or Pineapple account details with anyone. Your passwords are your responsibility, and must not be disclosed to any third party. This is also important for your own protection.

You, the customer is responsible for the purchase and installation of any Anti-Virus/Firewall software on any devices you connect to your router. Customers are reminded to adopt standard security products/settings when using the Internet. Pineapple are not liable for any loss as a consequence of, and not limited to, Fraud, Hacking or Man in the middle attack. Your WiFi Password should be treated like any other password and should not be shared with employees or any other third party which you do not want access to your internal network.

## **17. Data Protection**

In order to provide you with your Broadband and Telephone Service, we need to share your personal details with our suppliers, including but not limited to, BT Openreach.

Our suppliers may write to or call you directly about any changes to your order fulfillment, about the repair of your Broadband and/or Telephone Service or to confirm the time of their Engineers' arrival for appointments.

Both we and our suppliers will comply with the Data Protection Act with regards to any data we hold about you.

## **18. Bribery Policy**

Pineapple Directors, Officers, and Employees, directly or indirectly, WILL NOT offer, promise or pay any bribes or other improper payments for the purposes of promoting Pineapple products and services to any individual, corporation, government official or agency, or other entity. No gift, benefit or contribution in any way related to Pineapple or the sale of Pineapple products and services shall be made to political or public officials or candidates for public office or to



political organisations, regardless of whether such contributions are permitted by local laws.

## **19. Force Majeure**

Pineapple shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, earthquake, explosion, accident, acts of public enemy, terrorism, cable theft, world war, civil war, rebellion, insurrection, sabotage, epidemic, quarantine, labour disputes or shortages, transportation embargoes, carrier or third part supplier failures and delays, inability to secure raw materials or machinery, acts of God or government and any such event of force majeure affecting Pineapple third-party suppliers, judicial action, failure in the Public Switched Telephone Network, Distributed Denial of Service (DDOS) attack or catastrophic Core Network Failure.

## **20. Severability**

If any provision or term of this Agreement shall be declared void, invalid, or illegal, the validity or legality of all other provisions of the Agreement shall not be affected thereby.