









1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in the Services Description.
- 1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the General Terms and Conditions and the Services Order Form:

"We", "us", "our" and "MT" means Manx Telecom Trading Limited.

"You", "your" and "member" means you, the customer.

"4G Fibre Backup Service", "Fibre Backup Service" or "Service" means the service we agree to provide to you which includes an MT mobile data product as a backup to your MT Business Fibre service should the Fibre service be unavailable for any reason.

"MT Business Fibre Service", "Fibre" or "FTTP" means the contended asymmetric Internet access products using a fixed public IP address on the WAN interface of the router such as Business Basic Fibre Broadband, Business Essential Fibre Broadband, Business Pro Fibre Broadband, Business Ultimate Fibre Broadband and Business Lightning Fibre Broadband

"FTTP" means Fibre to the Premises and is the method used to provide asymmetric Internet access to the customer's premises over fibre and without the requirement for a traditional copper telephone line.

"WAN interface" means the Wide Area Network interface on the router used to connect to the MT FTTP Service.

"Minimum Period of Service" or "Contract" means the period from the service commencement date for the duration of the Contract term or such period as may be specified on the associated Services Order Form.

"Services Order Form" means the application form to order the service.

"Mbps" means Megabits per second, or million bits per second, and defines the speed of the Fibre Backup service.

"Kbps" means Kilobits per second, or thousand bits per second, and defines the speed of the Fibre Backup service "Data Limit" means the monthly limit on the amount of data that may be used via the service.

"SIM Card" means the Subscriber Identity Module card used to connect to containing data (including the Customer's identity) which has been supplied to the Customer by

"Mobile Service," "Mobile Network" or "4G" means mobile service provided through the public switched telephone network and cellular radio system and includes, where the context requires or admits, any service or facility comprised in such

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service.

"SIP" means Session Initiation Protocol, a communication protocol used by some MT provided Voice over Internet Protocol telephone services.

2. PROVISION AND USE OF THE SERVICE

- 2.1 4G Fibre Backup services are only available to customers subscribing to an MT Business Fibre Service launched since 1 June 2022, including Business Basic Fibre, Business Essential Fibre, Business Pro Fibre, Business Ultimate Fibre and Business Lightning Fibre Broadband using either an appropriately configured MT provided Technicolor Fibre router or an approved Draytek router.
- 2.2 We agree to provide you with the service as described in the Services Order Form. You agree to keep the service for the Minimum Period of Service as set out below:
 - All new 4G Fibre Backup services are subject to 24 months Minimum Period of Service.
- 2.3 You must have an approved MT-provided Fibre router to utilise the service. You will be provided with;
 - 2.3.1 a 4G Data SIM Card
 - If you use the approved Technicolor FTTP router you are also provided 2.3.1 with a USB dongle and extension cable
- 2.4 You should ensure that you have a minimum 4G Manx Telecom data speed of 10Mbps when speeds are tested where your FTTP router is located.
- 2.5 Once activated and connected to an appropriately configured router, the Fibre Backup service will automatically connect to the mobile network should the Fibre connection be unavailable. Failover may take up to 5 minutes. Should the router lose power, the Fibre Backup Service will not work
- 2.6 If any Talk Over Fibre, or SIP voice service is connected and used via the router you should ensure you have separate and adequate means to call the emergency services in the event of a power loss to the router.
- 2.7 The service is speed restricted to a maximum of 40Mbps downstream and 2Mbps upstream, no guarantees are provided that you will receive these speeds. Other factors can also impact internet speeds, such as the number of people

















using the mobile service, the level of use of the global internet, the popularity of the specific internet content that you are trying to access at a point in time, and other environmental or technological factors impacting your local in-home network and or internet network performance. MT does not guarantee that your access to the internet will be free from fault or disruption.

- 2.8 Monthly data allowance is limited to 200GB. The service is intended as a backup connection if your FTTP has a service affecting fault. The service is not intended to be a permanent replacement for your FTTP service, nor a travelling data solution. Should our network monitoring indicate you are not using this service as intended as a backup whilst FTTP is faulty we may restrict or remove access to the service.
- 2.9 Static IP addressing assigned with the MT Business Fibre service is not maintained when the 4G backup service and a separate IP address will be allocated whilst the 4G Backup service is in use
- The service is radio-based and as a result there are natural limitations to its 2.10 quality and coverage. Whilst every effort is made to minimise these limitations, and to ensure that our service is available to you at all times, we are not liable for any failure, delay, interruption, suspension, or restriction of our service, for any reason, in particular for reasons beyond our control.

3. CHARGES

- 3.1 You agree to pay all charges for the service as specified in the price list.
- 3.2 Unless otherwise specified in the Price List, all charges are payable in advance. Unless we notify you to the contrary, liability for charges will start from the day on which your service is activated.
- 3.3 Unless the Price List provides otherwise, all charges for the services are exclusive of Value Added Tax which you must also pay to us.
- 3.4 You agree to pay for the service by way of your MT monthly bill.
- We reserve the right to vary any of the charges for the service at any time but we 3.5 will give you 14 days' notice before the new charges become effective.
- The service is billed on a per SIM card basis. 3.6





3.7 Unless otherwise stated the service may be subject to a price increase each January of 5% or Retail Price Index, whichever is greater.

4. **EQUIPMENT AND SOFTWARE**

- 4.1 For all types of service detailed within this Services Description you are required to use the network equipment described in Clause 2.1
- 4.2 If you choose to connect a device other than provided by us, or alter the configuration of the MT provided router, the service may be unusable.

5. **SERVICE CARE LEVELS**

- 5.1 This service is provided with no Service Care Level. Faults will be treated on a best endeavours approach
- This service does not affect the Service Care Level of the associated MT Fibre service .2

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