



4G Backup for Broadband Services Fair Usage Policy & Product Terms

Issue Date: 20/07/2023

This Policy (the "Policy") outlines the terms and conditions governing the 4G backup service provided by Zen Internet (referred to as "we," "us," or "our") in the event of an outage to the primary fixed line broadband service.

Please read these terms and ensure that you understand and comply with its provisions. Failure to adhere to this Policy may result in the suspension or termination of your 4G backup service, and potential charges for unauthorised usage.

If you have any questions or require further clarification regarding this Policy, please contact us.

By using our 4G backup service, you (referred to as "customer," "you," or "your") agree to adhere to the following terms:

Fair Usage Policy

1. Purpose and Usage Limitation

- 1.1. The 4G backup service is intended solely for use as a backup solution in the event of an outage to your primary fixed line broadband service.
- 1.2. The provided 4G SIM card must be used exclusively in the broadband router provided by us for the purpose of backup connectivity.

2. Automatic Failover and Failback

- 2.1. Our provided router is designed to automatically manage the failover from your primary fixed line broadband service to the 4G backup service during an outage.
- 2.2. The router will also automatically switch back to the primary fixed line broadband service once it is restored.
- 2.3. You should not manually adjust the router settings unless explicitly instructed to do so by our support team.

3. Reporting Outages

- 3.1. It is your responsibility to promptly report any outages or issues with your primary fixed line broadband service as soon as they are detected.
- 3.2. To report an outage, please contact our support team through the designated communication channels provided.

4. Prohibited Usage

- 4.1. The 4G backup service is strictly limited to use in the event of an outage to your primary fixed line broadband service. Any other usage is considered a violation of this Policy.
- 4.2. Unauthorised usage includes but is not limited to using the 4G service for general internet access, streaming media, gaming, or any activity when the primary fixed line broadband service is online and available to use.
- 4.3. We reserve the right to monitor and review usage patterns to ensure compliance with this Policy.

5. Excessive Usage Charges

- 5.1. If the 4G backup service is used in any other way than specified in this Policy, we reserve the right to charge you for the data usage at the rate of £4 per gigabyte or part gigabyte,
- 5.2. Charges will be calculated based on the actual data usage incurred during the unauthorised usage period.

4G Specific Terms and Conditions

6. Installation and Maintenance

Where it is necessary for us or our suppliers to effect installation and/or maintenance of a Service or Equipment, at your site, you shall provide full access to such site and to its personnel, and any technical help reasonably required by the us or our suppliers for the installation and maintenance of the Service or Equipment..

6.2 You shall use our Equipment and associated software in strict accordance with any instructions and software licence communicated or made available by us or our suppliers from time to time, and we will not be liable for any repairs whatsoever or howsoever arising other than as a result of normal and proper use in accordance with those instructions and software licences.

7. Insurance

- 7.1. You shall be responsible for insuring any Equipment on your site against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the Equipment.
- 7.2. You shall be responsible for insuring yourself against all loss of or damage/corruption to data. In no event will we or our suppliers be liable for loss or damage/corruption to any data stored/transmitted on/using the Service or any Equipment..

8. Improper Use

- 8.1. Any network and/or Service supplied by us, or our suppliers may only be used by you for lawful purposes, and you agree to be bound by the Acceptable Use Policy in relation to the use of the Service and any network. You shall not (and shall not authorise or permit any other party to):
 - 8.1.1.1. use the Service or any network supplied by us or our suppliers for the transmission of any information, data or other material which is in violation of any law or regulation, or which is defamatory, menacing, obscene, in breach of any third-party intellectual property right (including copyright) or in breach of trade secrets (“Prohibited Material”);
 - 8.1.1.2. use the Service or any network supplied by us or our suppliers for the transmission of any material that contains software viruses, or any other computer code, files or programs designed or intended to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 8.1.1.3. use the Service or any network supplied by us or our suppliers for mail-bombing or spamming (i.e. the act of sending a large number of unsolicited e-mail messages within a short period of time to one or more individual e-mail accounts) or sending one unsolicited e-mail message to ten or more individual e-mail users, where the message could reasonably be expected to cause complaints from some of the recipients; or
 - 8.1.1.4. attempting to gain unauthorised access to any account or computer resource not belonging to you, or attempt the unauthorised accessing, altering, interfering with, or destruction of any network, system, equipment or information by any means or device. Any breach of this paragraph shall be deemed to be a material breach of this Agreement and shall entitle us to terminate this Agreement forthwith and for this purpose it shall be irrelevant whether you are aware of the content of any information, data, or material so transmitted or not. We may suspend the Service without notice with immediate effect if in our reasonable opinion you are in breach of this paragraph. You acknowledge that we and our suppliers are unable to exercise control over the content of the information, data and other material passing over any network and/or connections supplied by us or our suppliers, and/or the Service, and we hereby exclude

all liability of any kind for the transmission or reception of Prohibited Material of whatever nature.

- 8.2. You hereby agree to indemnify and hold the Zen and our suppliers harmless from and against any claim brought by a third party resulting from the use of any network and/or line supplied by us or our suppliers, and/or the Service by you, including but not limited to infringement of any intellectual property right of any kind, and breach of any legislation or regulation, or otherwise arising out of or in connection with any Prohibited Material. You shall pay all costs, damages, awards, fees (including reasonable legal fees) and judgements awarded against the us and our suppliers arising from such claims and shall provide us and/or our suppliers with prompt notice of such claims, full authority to defend, compromise or settle such claims and all reasonable information, assistance, and cooperation necessary to defend such claims, at your sole expense. Such actions will be taken in consultation with the you.

9. End-User Contract

- 9.1. You understand that the Agreement is between yourself and Zen, that therefore no contractual relationship between yourself and our suppliers.

10. Amendments to the Policy

- 10.1. We reserve the right to modify this Policy (including the charges) at any time.
- 10.2. Any changes to the Policy will be communicated to you through the contact information provided by you, and the revised Policy will be made available on our website.