

Services Description

Business Fibre To The Premises

For services provided post-1 June 2022 without rented network equipment



connectivity  voice  mobile  data centre  cloud  connectivity

mtbusiness

Business Fibre To The Premises Services Description



For services provided without rented Technicolor devices Post-1 June 2022

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1 INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in our Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in this 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 our 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;

"Broadband", Business Fibre Broadband", "Service" or "Services" means the service we agree to provide to you which includes MT's contended asymmetric Internet access products delivered over fibre using a fixed public IP address on the WAN interface of the router such as Business First Class Fibre 30 Mbps, Business First Class Fibre 100 Mbps, Business First Class Fibre 200 Mbps, Business First Class Fibre 500 Mbps and Business First Class Fibre 1000 Mbps; plus helpdesk services and any other associated services we may provide from time to time.

"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;

"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;

"Optical Network Terminal" means the equipment installed within the customer premises that terminates the Manx Telecom external network and provides a suitable interface for the connection of customer equipment such as a router and/or other such devices;

"Services Order Form" means the application form completed by you to order Business Broadband or Business Fibre Broadband Services;

"Serving Equipment" means the equipment located within the Manx Telecom network providing the contracted service;

"Average Speed" means the advertised average service speed of your service based from MT network testing

"Peak Times" means the period between 8pm and 10pm daily when average speeds are measured

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“Unlimited” means no monthly limit on the amount of data that may be used via the Broadband Service;

“WAN” means Wide Area Network, your link to the Internet;

“Managed” means the chargeable service whereby we will configure, install, update and support the router provided with the service based on your configuration requirements.

“Wires-Only” means the service whereby we enable the Internet service on a fibre line. You are required to purchase a suitable router from us which will be configured with your Broadband service details;

“Faster Fibre Promise” means ability for you to upgrade to MT Fibre, after 12 months on an MT Copper Broadband service, without paying an early termination fee on your copper service, where fibre is available.

“Mbps” means Megabits per second, or million bits per second, and defines the bandwidth of a Broadband or FTTP service when advertising the Average Speed;

“Kbps” means Kilobits per second, or thousand bits per second, and defines the bandwidth of a FTTP service when advertising the Average Speed;

“DDoS” means Distributed Denial of Service

2 PROVISION OF SERVICES

2.1 FTTP business services provide one or more of the following features that will be detailed on the Order Form and our Price List:

2.2.1 One or more fixed public IP (Internet Protocol) addresses. Multiple IP address requests will require intended usage information prior to approval, per the European Regional Internet Registry (RIPE) requirement. You will need to provide details why additional fixed IP addresses are needed with your order.

2.2.2 MT-installed and maintained router (Managed Broadband service only)

2.2.3 Managed Service to include regular router configuration backups held by MT

2.2 We agree to provide you with your chosen Broadband service as described in the Services Order Form. You agree to keep the Broadband service for the Minimum Period of Service as set out below:

2.2.1 All new Broadband services are subject to 24 months Minimum Period of

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Service.

- 2.2.2 All renewing Broadband services are subject to 24 months Minimum Period of Service.
- 2.3 You are responsible for making a separate application for any appropriate MT Telephone service and Calling Plan service and for complying with the conditions applicable to it. We will not provide our Broadband services over another operator's Fibre.
- 2.4 You are required to purchase a router from us approved by use for use with the service which will be configured with your Broadband service details; this can be a Managed or Wires-Only device. Rented routers are available and are subject to their own applicable Service Description.
- 2.5 If you choose to connect a router to the service which is not supplied, or approved for use with the service, by MT then we cannot guarantee the service will perform correctly, you agree to absolve us of any requirements to provide Service Care Level guarantees. We will not commit to resolving any fault to your satisfaction and any engineering investigation, including but not limited to engineering visits, may be chargeable.
- 2.6 MT's Fibre Broadband services are presented at the customer premises with an Optical Network Terminal with Ethernet socket for connection to suitable customer premises equipment such as a router.
- 2.7 With the exception of the Optical Network Terminal and router you are responsible for providing a suitable PC and any other items of hardware or communications equipment necessary to enable you to access the Service.
- 2.8 All services have unlimited data to use although we reserve the right to manage customer traffic across our network. This may involve restrictions to your Broadband service including, but not limited to, reduced connection speed, restriction of 'peer to peer' downloading or imposing specific usage limits. These restrictions may be used singularly or in conjunction with others. We undertake to use network management to deliver a fair service to all our customers.
- 2.9 All Broadband products detailed in this Service Description are contended at 50:1, meaning it is possible that up to fifty Broadband circuits may share the bandwidth for that service.

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- 2.10 If you select a Managed Service, MT will have sole access to the configuration of the router for the duration that you pay us for its management. This can be beyond the period (normally the same as the contract term of the Service it's used on) for which you are paying for the router.
- 2.11 If you choose to continue to pay for the Managed Service beyond the contracted period described in 2.2 MT will continue the router's management as during the contracted period, however MT reserve the right to withdraw the management of a router, or network support of any router, if deemed by MT to be operationally justifiable to do so and may request that you remove the router from the connection following a period of notice of no less than 30 days.
- 2.12 If, before the end of the contracted period of the Managed Service MT deems it operationally justifiable to withdraw the management of the router then we will offer a suitable replacement and continue to charge for it at the same rate for the remainder of the term.
- 2.13 Following the successful installation of a Managed Service, subsequent configuration changes may be requested by you and performed by us free of charge, if:
 - 2.13.1 the requested change is to be conducted within normal business hours (0900hrs to 1700hrs Monday to Friday). We will endeavour to complete changes within two working days after the request has been received and acknowledged by us;
 - 2.13.2 the change can be performed remotely, without a site visit;
 - 2.13.3 the change is not the second or subsequent change requested in any single calendar month; second and subsequent changes within a single calendar month will be charged at our time related charges rates.

3 BUSINESS BROADBAND SERVICES

- 3.1 If the MT-managed router experiences a failure that we cannot remedy within the Minimum Period of Service, where possible we will replace the router with the same model free of charge but in certain circumstances MT reserves the right to replace with a different model.

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- 3.2 If the Minimum Period of Service expires without a contract renewal for the managed business broadband the router will be subsequently no longer supported by MT for hardware, software or firmware maintenance, however as long as the Customer continues to pay the monthly router management fee MT will continue to manage its configuration, as described in 2.10.
- 3.2 If the MT-managed router experiences a failure outside the Minimum Period of Service, the Customer will be required to sign a new managed business broadband contract to qualify for a new MT-managed router. If the Customer elects not to re-contract then the managed service will end and will no longer be required to pay the monthly router management fee.
- 3.3 MT Business First Class Fibre 30 Mbps, Business First Class Fibre 100 Mbps, Business First Class Fibre 200 Mbps, Business First Class Fibre 500 Mbps and Business First Class Fibre 1000 Mbps products offer a range of Wires-Only and Managed Service products that include one fixed public IP Address, assigned to the Broadband interface of the router. Additional fees may apply for the provision of additional fixed public IP addresses, subject to approval.
- 3.4 MT's Fibre Broadband services are presented at the customer premises with an Optical Network Terminal with Ethernet socket for connection to suitable customer premises equipment such as a router. Unless a Managed Service has been purchased the connection of this customer premises equipment is the responsibility of the customer.

4. AVERAGE SPEED CLAIMS

- 4.1 The average broadband speeds notified to you at point of sale and updated monthly on our website do not represent a guarantee that you will receive these speeds
- 4.2 The average speed you can expect to receive for the broadband product you have chosen, at Peak Times, between 8pm and 10pm daily, will be published on our website and updated on a monthly basis. If you find that you are unable to receive the average speed published for your chosen product at Peak Times, and when tested with a wired connection to the network equipment supplied by us, please let us know and we will assign our Wi-Fi Experts Team who will endeavour to optimise your broadband service.

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- 4.3 If, following our investigations into the speed related issues that you have reported to us, we find and notify you that the average Broadband speed for your chosen product and service location is operating within our acceptable parameters, plus or minus 20%, we will consider this investigation closed. If your average speed falls outside of our acceptable parameters and you remain unhappy with our service and support we will allow you to exit your contract by providing us with 30 days notice and returning any rented equipment if applicable, subject to clause 4.8 equipment return.
- 4.4 We will conduct Average Speed tests via our speed test server utilising the supported network equipment that we have provided. Our tests will record connection speeds available by Broadband product type to the internet at Peak Times. To ensure the integrity of our networks testing is conducted as follows;
- We have designed test scripts to test our entire router enabled base monthly
 - Tests are run by 9 x geographical postcode areas and by product – using the first postcode 3 digits i.e. IM1 to IM9
 - 9 x tests are run, 1 per postcode area, per minute between 8pm and 10 pm daily
 - Tests start with the newest supplied customer first, then cycle through all customers by unique circuit number
- 4.5 The service range of Wi-Fi and performance of wireless equipment can vary significantly according to the layout and the position of your router and other wireless or electrical equipment within your property. Our Wi-Fi Experts Team can help you optimize and may, depending on the size and configuration of your property, recommend additional equipment.
- 4.6 Other factors can also impact internet speeds, such as the number of people using the MT broadband network, 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.

5 CHARGES

- 5.1 You agree to pay all charges for the service as specified in the price list.

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- 5.2 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 line is activated for the Service.
- 5.3 Unless the Price List provides otherwise, all charges for the service are exclusive of Value Added Tax which you must also pay to us.
- 5.4 You agree to pay for the service by way of your Manx Telecom monthly bill.
- 5.5 We reserve the right to vary any of the charges for Broadband services at any time but we will give you 14 days' notice before the new charges become effective.
- 5.5 If you purchase a Managed Service the charges will comprise:
 - 5.5.1 The Broadband Managed Service fee.
 - 5.5.2 The router management fee.
 - 5.5.3 Unless purchased outright, the router fee is payable for the duration of the contract term only, after which it will no longer be charged for unless a new contract term is signed, entitling you to a new managed router to be installed.
- 5.6 All our Broadband services are billed on a per line basis.
- 5.7 Unless otherwise stated all Broadband services may be subject to a price increase each January of 5% or Retail Price Index, whichever is greater.

6 SERVICE UPGRADES AND DOWNGRADES

- 6.1 Upgrades between MT First Class Wi-Fi 30 Mbps, First Class Wi-Fi 100 Mbps, First Class Wi-Fi 200 Mbps, First Class Wi-Fi 500 Mbps and First Class Wi-Fi 1000 Mbps Broadband Services, including all Business options described in Clause 1.2, services may be completed at any time and will invoke a new 24 Month Minimum Period of Service.
 - 6.1.1 Downgrades between MT First Class Wi-Fi 30 Mbps, First Class Wi-Fi 100 Mbps, First Class Wi-Fi 200 Mbps, First Class Wi-Fi 500 Mbps and First

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Class Wi-Fi 1000 Mbps Broadband Services, including all Business options described in Clause 1.2, can only happen if you are not within the Minimum Period of Service and will invoke a new 24 month Minimum Period of Service.

- 6.1.2 As a Manx Telecom Broadband customer, if you move to a property where the same service is not available, and you are within an initial Minimum Period of Service, you will be liable for the difference in the monthly rental between the Fibre service and the service taken at the new property for the remaining months of the initial Minimum Period of Service at the rates applicable when you subscribed to your MT fibre service.
- 6.1.3 Changing between MT Fibre Broadband services will be chargeable as specified in our Price List and subject to service availability as appropriate.
- 6.2 Any change of service including regrade of service or change of installation address will invoke a new 24 month Minimum Period of Service. When making any change to the service, if the service you are subscribed to has subsequently been withdrawn from sale you will be required to regrade to an equivalent current-sale service.

7 EQUIPMENT AND SOFTWARE

- 7.1 If you choose to connect a device, or alter the configuration of a device, other than that provided to you by Manx Telecom we reserve the right to downgrade or cease your associated service without notice, if in our opinion, there is a detectable degradation or risk to either your service or that of any other customer or network equipment within Manx Telecom's Broadband network.

8 SERVICE CARE LEVELS

- 8.1 For information on our service levels please refer to our description of Service Care Levels that can be found on our web site www.manxtelecom.com/terms

9 DDoS

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- 9.1 The services detailed in this Services Description do not include protection against DDoS attack.



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