



SPECIAL CONDITIONS 4G BACKUP

COMPANIES, NON-PROFIT ORGANIZATIONS AND INDEPENDENT PROFESSIONS

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Definitions

4G	The fourth generation of mobile network technology, offering faster speeds and greater capacity compared to 3G.
Connectivity	Connection to the Internet.
Hotspot	A wireless internet access point.
Outage	Complete failure of the internet connection. Reduced internet speed or successive short interruptions of the internet connection do not fall under Outage.
Tethering	The use of a Mobile Device as a wireless internet connection point to which other devices can connect to get access to the internet.

Introduction

These Special Conditions for 4G Backup for companies, legal entities or de facto associations or self-employed persons, hereinafter 4G Backup Conditions, are a supplement to the General Terms and the Internet Conditions, and regulate the legal relationship between the provider, being Citymesh, and the Customer, with regard to offering a 4G Backup Service. They form part of the Agreement. In the event of a conflict, the 4G Backup Conditions take precedence over the Internet Conditions and the General Terms.

1. General provisions

- 1.1. 4G Backup enables the Customer to continue to retain Connectivity in the event of Outage.
- 1.2. 4G Backup is not a Service that is offered separately by Citymesh and cannot be provided in a manner other than described in Article 1.3.
- 1.3. Depending on the Customer's Subscription, 4G Backup is provided
 - 1.3.1. either via free mobile data that is made available by Citymesh during the period of Outage at the Customer's Installation Address to the Customer who also has a mobile Subscription with Citymesh,
 - 1.3.2. or via a built-in function in certain Hardware that is made available to the Customer by Citymesh in Managed Services, and whereby the Hardware automatically routes internet traffic via the built-in 4G router of the Hardware during the period of Outage at the Customer's Installation Address.
- 1.4. **BEST EFFORT**
 - 1.4.1. The proper functioning of 4G Backup depends on the coverage of the mobile Network at the Customer's Installation Address and on the placement of the Hardware in the Customer's building. If it turns out that the mobile (indoor) range is insufficient and 4G Backup does not function (properly) as a result, Citymesh cannot be obliged to offer 4G Backup in a different way, nor to provide any compensation or give a discount on the Subscription.
 - 1.4.2. Citymesh cannot provide any guarantees with regard to the speed and bandwidth of the mobile internet connection used for 4G Backup. The Customer acknowledges that the individual actual speeds that will ultimately be achieved are determined by several external factors, as described in § 8 to 13 of the BIPT Council Decision of 2 May 2017 regarding the communication of the speed of a fixed or mobile broadband connection, and all other factors not attributable to Citymesh.

2. Installation and configuration

- 2.1. **4G BACKUP VIA A CITYMESH MOBILE SUBSCRIPTION**
 - 2.1.1. In the case described in article 1.3.1., the Customer who also has a mobile Subscription with Citymesh will receive free mobile data when he contacts the Citymesh helpdesk to report the Outage.

- 2.1.2. When reporting the Outage, the Citymesh helpdesk will verify whether the Customer has an active mobile Subscription with Citymesh. If so, free mobile data will be activated on the Customer's mobile Subscription. If the Customer has multiple active mobile Subscriptions with Citymesh, He can request to Activate free mobile data on multiple Subscriptions. If the Customer does not have an active mobile subscription with Citymesh, he cannot enjoy 4G Backup. Taking out a mobile Subscription with Citymesh solely to temporarily enjoy 4G Backup will be refused by Citymesh.
 - 2.1.3. The Customer is allowed to set up a Wi-Fi Hotspot at the Installation Address via Tethering so that employees can have access to the internet via their tablet, laptop or computer. Citymesh cannot provide support in setting up Tethering on the Customer's Mobile Device.
 - 2.1.4. After Tethering has been enabled on the Mobile Device by the Customer, the Customer's employee must connect his tablet, laptop or computer to the Wi-Fi network set up via the Hotspot.
 - 2.1.5. As soon as the fixed internet connection is restored and the Customer has access to the internet via the fixed connection again, the free mobile data will be switched off by the Citymesh helpdesk.
- 2.2. HARDWARE WITH BUILT-IN 4G BACKUP FUNCTION
 - 2.2.1. In the case described in article 1.3.2., the Hardware is configured with 4G Backup by default.
 - 2.2.2. During the Installation of the Hardware, the Citymesh technician will screw the standard mobile broadband antennas onto the thereto foreseen connections at the back of the Hardware and use the alignment aid to determine the best position for the mobile broadband antennas.
 - 2.2.3. The Customer who has a Subscription whereby Citymesh makes Hardware with a built-in 4G router available for the duration of the Subscription, and who also has a mobile Subscription with Citymesh, is not entitled to free mobile data via his/her Citymesh mobile Subscription during the period of Outage.

3. Defective Hardware

- 3.1. Malfunctioning or defective Hardware may result in the built-in 4G Backup function not being activated or failing. The Customer cannot claim compensation for the failure of the 4G Backup function as a result of malfunctioning or defective Hardware. A Citymesh technician will repair or replace the defective Hardware before the end of the next Working Day.
- 3.2. A malfunctioning or defective SIM card may result in the 4G Backup function not being activated or failing. The Customer cannot claim compensation for the failure of the 4G Backup function as a result of a malfunctioning or defective SIM card. A Citymesh technician will replace the defective SIM card before the end of the next Working Day.

4. Obligations of the Customer

- 4.1. In the event of loss or theft of the Hardware, the Customer must immediately inform Citymesh. Citymesh will then remotely deactivate the SIM card. All costs resulting from the loss or theft of the Hardware are borne by the Customer, including any data consumption determined by Citymesh from the moment the Citymesh monitoring system registered that the connection to the Hardware was lost.
- 4.2. Data consumption via 4G Backup is subject to the Fair Use Policy as described in Chapter 6 of the Internet Conditions.
- 4.3. In the event of an Unnecessary Intervention, as described in article 1.4 of the Internet Conditions, any data usage via 4G Backup is considered improper usage.

5. Improper use and usage

- 5.1. The Customer is obliged not to use 4G Backup improperly in any way, directly or indirectly. Improper use is any use that deviates from the use for which 4G Backup is intended. Improper use includes, but is not limited to,
 - using the SIM Card, which is required for 4G Backup, to gain access to the internet via Hardware other than the one made available to the Customer by Citymesh in the context of the Subscription;
 - physically interrupt the connection of the Hardware to the fixed network to Activate 4G Backup, regardless of whether the removal is intentional or accidental;
 - using the free mobile data that was activated for the Customer on his Citymesh mobile Subscription during the Outage period
 - either at a location other than the Installation Address,
 - or outside Working Hours.
 - in case of internet access via the DSL network,
 - either removing the DSL connection cable from the DSL connection at the back of the Hardware,
 - or removing the DSL connection cable from the NTP.
 - in case of internet access via the Fiber network,
 - either removing the UTP cable from the gigabit WAN port at the back of the hardware,
 - or removing the UTP cable from the ONT.
 - the use of the Hardware made available to the Customer by Citymesh in the context of the Subscription with built-in 4G Backup function at a location other than at the Installation Address.
- 5.2. Improper usage is data consumption via 4G Backup in a state of improper use. Citymesh is entitled to invoice the Customer for any improper usage at the applicable rate that Citymesh charges for mobile data consumption outside a Data Package. That rate is stated on the Citymesh Mobile price list. This price list can be consulted on the Citymesh website and can also be requested via Citymesh upon simple request.

6. Billing

- 6.1. Citymesh does not charge the Customer a separate fee for the use of 4G Backup.
- 6.2. Except in cases of improper usage, data consumption via 4G Backup will not be invoiced to the Customer.
- 6.3. In principle, improper usage is invoiced in the Month following the Month in which the improper usage took place. Citymesh reserves the right to invoice for improper usage at a later time.