



4G SERVICES – TERMS AND CONDITIONS

Please read these Ts & Cs carefully as they contain important information about the service, its use and limitations; about the agreement between you as a customer and Cambrian Connect Ltd; how to manage your account; changing or terminating your contract, subscription and Minimum Contract Period; and your Consumer Rights. In particular, your attention is drawn to Section 13 - Unacceptable Use .

In summary, we will only provide service to those who pay their bills on time and who don't do anything illegal or offensive or which is an abuse of the system (such as overuse, disruptive software, malware etc) or which degrades the service for other users.

We will use our best efforts to provide the service but, since the internet is a shared resource, no performance guarantees can be given.

IMPORTANT: Strict restrictions on use of SIM card provided

It should be noted that it is a strict condition of service that the SIM card provided by Cambrian Connect to Subscriber as part of provisioning Subscriber's 4G broadband service **MUST ONLY AND EXCLUSIVELY BE USED** in the 4G equipment as also supplied by Cambrian Connect to Subscriber. If for any reason or at any stage, Subscriber removes the SIM card supplied by Cambrian Connect and fits it into any other 4G-enabled device (e.g. a laptop computer, tablet, mobile phone, alternative 4G modem or similar), then Subscriber specifically and unconditionally accepts and acknowledges that he/she may become liable for potentially substantial data overage charges or other charges as may relate to premium services, if these are utilised by Subscriber.

It should also be noted that it is a strict condition of service that the SIM card provided by Cambrian Connect to Subscriber as part of provisioning Subscriber's Cambrian Connect service **MUST ONLY AND EXCLUSIVELY BE USED** within the confines of the United Kingdom. If for any reason or at any stage, Subscriber accesses the 4G broadband connection provided by Cambrian Connect in any other country or territory, then Subscriber specifically and unconditionally accepts and acknowledges that he/she may become liable for potentially substantial and additional data roaming charges.

It should similarly be noted that it is a further strict condition of service that Subscriber undertakes **NOT TO ALTER, AMEND OR DISABLE** any of the parameters relating to remote monitoring that Cambrian Connect may have set within any of the equipment as supplied by Cambrian Connect to Subscriber. If for any reason or at any stage, Subscriber has altered, amended or disabled any of these parameters within any of the equipment as supplied by Cambrian Connect, then Subscriber again specifically and unconditionally accepts and acknowledges that he/she may become liable for potentially substantial data overage charges.

Please note that powering off or performing a factory reset on the equipment as supplied by Cambrian Connect will not cause any of the remote monitoring parameters to be altered, amended or disabled.

In direct relation to the preceding paragraphs, data overage charges may be applied to any consumption of data by Subscriber above and beyond the monthly data allowance inherent within the 4G broadband package to which Subscriber has subscribed. If data overage occurs, but Subscriber has not at any stage during the month altered, amended or disabled any of the parameters relating to remote monitoring within the equipment as supplied by Cambrian Connect to Subscriber, then data overage charges will not be applicable.

It is important to note that when applicable, charges for data overage are substantially higher - by a factor of twenty or more - than the "per GB" rate reflected in the monthly pricing of 4G broadband packages as offered by Cambrian Connect. As of July 2020, if applicable, data overages are chargeable to Subscriber at £8.00 inc VAT per GB or part thereof.



Applicable Terms & Conditions dependant on service supplied

In all cases, Cambrian Connect will invoice Subscriber for and Subscriber shall pay for any agreed one-off up-front charges relating to the provisioning of the ordered 4G broadband service, including (where relevant) but not limited to:-

External 4G antenna

Internal combo 4G Modem/Wi-fi Router

Internal and/or external WI-FI access points

Installation and set-up of such

Unique SIM card and account activation

Appropriate delivery charge

Any additional equipment ordered by Subscriber

However, it should be noted that Cambrian Connect supplies 4G broadband services according to two different transactional methodologies, dependent upon which 4G network any Subscriber is provisioned upon.

In some cases, Cambrian Connect itself bills the Subscriber directly for the ongoing Service on a monthly basis and therefore has a greater level of responsibility to the Subscriber in relation to the Service.

In other cases, Cambrian Connect will simply arrange for the Subscriber to sign up directly into a contractual relationship with the providing 4G Network Operator, who will then itself bill the Subscriber directly for the ongoing Service on a monthly basis. In this event, the 4G Network Operator will hold all responsibilities to the Subscriber in relation to the Service.

Therefore, different sections of the below Terms & Conditions will apply dependant upon the case, as detailed below.

A. In the event where Cambrian Connect itself bills Subscriber directly on a monthly basis for the ongoing provision of the Service(that being a direct transactional relationship between Cambrian Connect and Subscriber), the following sections of the Terms & Conditions shall apply:-

Sections 1 - 24

B. In the event where Cambrian Connect does not itself bill Subscriber directly on a monthly basis for the ongoing provision of the Service (that instead being a direct transactional relationship between the 4G Network Operator and Subscriber enabled by Cambrian Connect), the following sections of the Terms & Conditions shall apply:-

Sections 1-4, 5.1-5.2, 5.5-5.13, 6-7, 10-11, 14-16, 21-24

Versions

This version 1st July 2020 and onward until superseded



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1. Interpretation

1.1. In this Contract unless the context otherwise requires:

"Cambrian Connect" (Co number 12430655), registered office 168 City Road, Cardiff, CF24 3JE

"4G Network Operator" means an organisation or company operating and/or owning a 4G network and providing broadband services over such, such as Three, O2, Vodafone or EE.

"Account", "Your Account", "Your "My Account"", mean the Subscriber, Service and Account details registered by Subscriber and provided by Cambrian Connect in order to provide the Service to the Subscriber.

"Activation Charge" is the Charge payable to create a new Account. "Re-activation Charge" is the Charge payable to re-activate an Account which exists but has been terminated but not yet deleted.

"Broadband Service Provider" means the company that makes available the Service.

"Broadband Software" means any software that may be provided by Cambrian Connect to enable Subscriber to access or use the Service.

"Charges" means the charges payable by the Subscriber, details of which are available up on request.

"Content" means any data, information, graphics, video, sound, music, photographs, software and any other material (in whatever form), which may be made available to Subscriber as part of the Service.

"Contract" means these terms and conditions and any documents referred to in them and the Order Form(s) including the Charges for the Service and any Promotional and Special Offer Terms and Conditions which may apply to particular orders and subscriptions at the time.

"Early Termination Charge" (ETC) is the amount payable when terminating this agreement before the Minimum Contract Period has ended.

"Equipment Set" and "Equipment" are equivalent terms describing the internal combo 4G Modem/Wi-Fi Router and in most cases the external 4G antenna - should such latter be necessary in order to receive the Service - supplied by us.

"ICCID" means the unique identifying number of the SIM card the Subscriber uses to access the Service as described by Cambrian Connect in the Registration and Payment Forms.

"Minimum Contract Period" (MCP) means the period of time you will have to agree to stay with us when placing the order at which time both the period and the level of charges payable will be identified. Minimum Term and Minimum Contract Term references in other documents should be interpreted as "Minimum Contract Period".

"Minimum Contract Period", "Early Termination Charge" and "Minimum Notice Period" terms are defined as per OFCOM definitions.

"Minimum Notice Period" (MiNP) is the amount of notice required by us from you when you wish to give notice.

" Order Form(s) " means the Order Form(s) and the subscription and equipment order forms submitted by Subscriber with Subscriber details.

"Service" means the 4G Broadband Service provided either by Cambrian Connect, Three, o2, Vodafone or EE, a method of accessing the Internet, or such other services as Cambrian Connect may offer; such Service may change from time to time.



"Start Date" means the date when the Subscriber agrees to be bound by these Terms and Conditions, by returning Order Form(s), the subscription and equipment order form(s) or by agreeing to purchase the Service or items by phone or email communication.

"Subscriber" means the person or legal entity with which Cambrian Connect makes this, or any part of this Contract.

"Ts & Cs", "Ts and Cs" are equivalent terms to "Terms and Conditions".

2. Service Accounts (ONLY APPLICABLE TO ONLINE SUBSCRIBERS)

2.1. In order to use the Service, Subscriber is required to have opened an Account. By so doing, Subscriber is deemed to have accepted the Ts & Cs.

2.2. One Account will provide a single unique Username with the ability to use the Service via a specific single Equipment Set (including the SIM card with specified ICCID).

2.3. Each Account must have Subscriber Billing Details including a payment card associated with it.

2.4. Only one connection, Equipment Set and installation can be associated with each Username / Account.

2.5. Each Username / Account can only have one connection, Equipment Set and installation associated with it.

2.6. If multiple terminals and connections are required, a separate Account must be opened for each. It is not possible to have a single Username / Account with Multiple Equipment Sets.

3. Managing Your Account (ONLY APPLICABLE TO ONLINE SUBSCRIBERS)

3.1. Your Account is managed online, and by email. We will contact you about your account with us via email so you must always keep your email address and other details up-to-date

3.2. Your VAT Invoices are available on your "WebPro Account" page and can be printed from there.

3.3. You manage your account through the same "WebPro Accounts" page to see your account status, contact details, ICCID number of your SIM card and other information specifically relating to your account. Please make yourself familiar with it.

3.4. Please also ensure you set your spam filter to accept our emails or you may miss important notifications such as invoice reminders and risk being cut-off due to non-payment.

3.5. Where applicable, you must also keep your credit or debit card or your Direct Debit mandate details up-to-date so that payments don't fail or the Service may be withdrawn due to non-payment.

3.6. The information that Subscriber provides on the Order Form(s) and on the Subscriber "WebPro Accounts" page shall be true, accurate and complete. Subscriber agrees to inform Cambrian Connect of any changes to Subscriber's Account Details immediately by updating the Subscriber's "My Account" page.



4. Username(s) and Password(s) (ONLY APPLICABLE TO ONLINE SUBSCRIBERS)

4.1. In order to use the Service, access the "WebPro Accounts" page and use the email account if supplied, Subscriber will be issued with unique user name(s) and password(s). Subscriber is responsible for the security and proper use of all user names and passwords relating to the Service and must take all necessary steps to ensure that the usernames and passwords are kept confidential, secure and used properly.

4.2. Subscriber must not change or attempt to change a user name or to circumvent or attempt to circumvent any of the safeguards of the Service. If Subscriber forgets the issued password, a new password can be obtained on request.

4.3. If Cambrian Connect has reason to believe that there is likely to be a breach of security or misuse of the Service, Cambrian Connect may without liability:

4.3.1. change Subscriber's password and notify Subscriber accordingly; and/or

4.3.2. suspend Subscriber's username or password access to the Service.

4.4. Subscriber must inform Cambrian Connect immediately if Subscriber has any reason to believe that any username or password has become known to someone not authorised to use it or if any password is being or is likely to be used in any way that would breach these Terms and Conditions.

5. Charges and Billing

5.1. Subscriber agrees to pay the Charges for the Equipment, Installation, Account Activation and other items related to set up as detailed on any order.

5.1.1. Specifically in relation to charges applied by Cambrian Connect to all elements of initial set-up, including but not necessarily limited to Equipment, Installation and Account Activation, it should be noted that the pricing offered by Cambrian Connect is subsidised and as such is offered to Subscriber entirely conditional to and dependent upon Subscriber signing up to a monthly 4G broadband plan as solely supplied by or through Cambrian Connect and adhering to the minimum term of the contract associated with that plan.

5.1.2. In the event that Subscriber either does not take out a monthly 4G broadband plan from Cambrian Connect or fails to adhere to the minimum term of the contract associated with that plan, then Subscriber acknowledges that he or she will immediately become fully liable to pay any difference between the subsidised pricing of Equipment, Installation and Account Activation as originally invoiced by Cambrian Connect and the full or unsubsidised pricing for such.

5.2. Subscriber further agrees to pay the Charges for the Service and other items related to the Service as detailed in any communication.

5.3. VAT Invoices will be sent by email on a monthly basis or upon request to support@cambrianconnect.co.uk

5.4. Subscriber must keep a Direct Debit mandate active with their bank to allow payments to be drawn automatically by Cambrian Connect for the Service. Subscriber must keep such payment method details up-to-date and active or the Service may be withdrawn due to non-payment.

5.5. Cambrian Connect does not have any access to your card details or your Direct Debit details which are held securely by the transaction processors, "Quickbooks" and GoCardless respectively.



- 5.6. Activation and the first Charges are due on date of first invoice.
- 5.7. Subsequent Charges will be due on the monthly data reset date as appropriate, unless otherwise informed by Cambrian Connect.
- 5.8. Continued access to the Service will incur a charge payable on the Start Date and ongoing charges thereafter to be paid by the payment method entered on the Account by Subscriber. The frequency and value of subsequent charges will be established at the time of the latest order for the Service
- 5.9. Failure to pay the charges will result in access to the Service being withdrawn.
- 5.10. An automatic increase will be applied once a year - typically every April - to the amounts charged to Subscriber on a monthly basis. The increase applied will be a percentage equal to the retail prices index rate published by the Office for National Statistics in March (RPI rate).
- 5.11. Where relevant, Subscriber may purchase TopUps for which payments are immediately due and will be taken automatically from the card details entered on the Account.
- 5.12. If Subscriber allows the Account to lapse for any reason or terminates it, it may be possible to re-activate it if it has not been completely deleted on payment of a Re-activation Charge – currently identical to the Activation Charge in force at the time.
- 5.13. If the Account no longer exists on our system, then a new Account will need to be setup and for which a full Activation Charge may then be due.
- 5.14. Unless stated otherwise, all Charges for the Service are inclusive of Value Added Tax at the UK standard rate of 20% or such rate(s) that may be in force at time of invoice.

6. Title to Equipment and Other Goods, Liability of Risks

- 6.1. Cambrian Connect retains Title to the Equipment Set purchased and any other goods supplied until they have been paid for in full.
- 6.2. If any Equipment Set or other goods have been installed under funding from any regional or central Government subsidy scheme, then AT NO TIME shall Title to such pass to you. Furthermore, should you move from the property where the funded Equipment Set and/or other goods have been installed under funding from any Government subsidy scheme, you MUST leave all such equipment behind for potential use by and/or benefit of any future occupier of the property.
- 6.3. All risks associated with the Equipment whether purchased, supplied under any regional or central government subsidy scheme or otherwise supplied shall pass to you upon delivery and it will be your responsibility to insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage from this point;

7. Warranty, Support & Service Calls

- 7.1. Warranty on any Equipment supplied shall normally be on a "Return To Base" basis. This means that you must return the piece of Equipment suspected as being faulty under Warranty to us for test and repair or replacement as required.



7.2 At its discretion and in an effort to increase the efficiency of the Warranty process, Cambrian Connect may choose to supply replacement Equipment out to you on an "Advance Replacement" basis. This means that we may provide you with a replacement piece of Equipment under the Warranty process before you have returned the piece of Equipment suspected as being faulty under Warranty to us.

7.3 In the event of 7.2 above, we will raise an invoice against you for the value of the piece of Equipment that we send out under "Advance Replacement" and despatch it along with that piece of Equipment. In order for you to avoid having to pay this invoice, it is imperative that you return the piece of Equipment suspected of being faulty under Warranty to us at your own expense. If you do not do this, you will be charged the value shown on the invoice referred to above. You should therefore ensure that you always retain any piece of Equipment suspected of being faulty under Warranty during any engineer visit arranged by us, so that you may return it to us. The responsibility for so doing is entirely yours.

7.4 Equipment must be in its original box and then securely and safely packaged in an outer carton suitable for the purpose.

7.5 Costs of return to us and suitable packaging are your responsibility. We will cover the cost of packaging and despatch to you, usually via courier.

7.6 During any Warranty period, we shall have responsibility for repair or replacement of our Equipment except that you accept full responsibility for cost of repair or replacement of our Equipment when the damage or problem has been caused by your negligence, misuse, abuse or violation of any part of this Agreement that is out of our control.

7.7 Warranty on the external installation is the responsibility of the Installer. Where installation is supplied by Cambrian Connect, warranty is as per the CAI Code of Practice: 12 months on equipment used and quality of installation. Wind damage, impact to the external 4G antenna (if fitted), damage other than fair wear and tear are all expressly excluded.

7.8 Warranty and support on accessories such as Wi-Fi Routers, VOIP Adapters etc should be sought from the manufacturer and the manufacturer helpline.

7.9 We do not offer support on equipment or accessories not supplied by us.

7.10 First line support is offered only by phone or email to support@cambrianconnect.co.uk

7.11 Within the UK, a Service Call may be booked if on-site support is required. A service call maybe deemed necessary should there be a "total" loss of service. The cost of call out may be chargeable depending on circumstances and in particular if the service effecting issue is deemed to have been caused by preventable human error or action.

7.12 We do not offer onsite service or installation outside UK. We are happy to provide support to you or your installer by phone or email wherever you are.

8. Service Provision

8.1 Cambrian Connect agrees to provide Subscriber with the Service on the terms and conditions of this Contract and in performing Cambrian Connect's obligations under this Contract Cambrian Connect will exercise the reasonable care and skill of an Internet Service Provider.

8.2 The Service can only be provided to computer systems that are operating normally and without any infection by viruses or Trojans or other malware that may put other users at risk. Subscriber acknowledges that such use



breaches the Unacceptable Use Section 13 and undertakes to keep their system updated, operating normally and kept free of such malware.

8.3. The Service may only be used at the location specified for installation at the time of the Subscriber placing his or her initial order. Cambrian Connect specifically makes no guarantee that the Service will work satisfactorily at any other location.

8.4. To use the Service the Subscriber must have initiated the Start Date defined in 1.19 and have been notified by Cambrian Connect that Subscriber has been accepted to use the Service.

8.5. Provision of the Service is dependent upon a satisfactory installation. Initiating the Start Date does not mean the Service can be successfully activated or that the Subscriber's application has been accepted.

8.6. The Service can only be provided to installations which are covered by a sufficiently strong 4G signal from the network on which the Subscriber will be provisioned. Postcode checkers to estimate 4G coverage from each of the networks used by Cambrian Connect to deliver its Service are available online.

8.7. The Service can only be provided to correctly installed and set up equipment supplied by Cambrian Connect, including an external 4G antenna if such proves necessary in the opinion of Cambrian Connect.

8.8. Subscriber must ensure that any equipment or services connected to or used with the Service is used in accordance with any instructions and safety procedures provided by the suppliers of that equipment and services.

8.9. The Service is provided to the combo 4G Modem/Wi-fi Router supplied by Cambrian Connect. Cambrian Connect does not support any third party equipment that has not been provided by Cambrian Connect to the Subscriber networks setup, configuration or operation other than the information provided in the equipment User Manual.

8.10. Subscriber agrees that in order to receive the Service, some modifications may need to be made to Subscriber's PC and its operating software to make it operate with the Service. As with any installation of new hardware or software, a full back up of the software (including operating software) on the PC should be made before any changes to that software are made. Cambrian Connect hereby excludes liability for any claims, loss, demands or damage of any kind whatsoever with respect to the Service, including, without limitation, direct, indirect, incidental, or consequential loss or damages, whether arising from loss or profits, loss of revenue, loss of data, loss of use or otherwise and whether or not the possibility of such loss has been notified to Cambrian Connect.

8.11. Cambrian Connect expressly disclaims any and all warranties express or implied, to the extent permitted by applicable law, including without limitation satisfactory quality, fitness for particular purpose with respect to the Service. Nothing in this Contract removes or limits Cambrian Connect's liability for death or personal injury or fraud caused by something Cambrian Connect has done or has failed to do.

9. Service Parameters, Packages and Performance

9.1. Cambrian Connect cannot accept any responsibility for any defects, errors or faults in the Service but will endeavour to have any reported faults corrected by the relevant 4G Network Operator as soon as reasonably possible. The Service is distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied.

9.2. The internet is a shared resource and because of that, performance **cannot be guaranteed**.



9.3. The Service is delivered by 4G signal and is dependent on the quality of the individual installation, atmospheric conditions and the 4G network operation itself. In normal operation, availability should be better than 99% but no specific guarantees on availability or performance can be given.

9.4. The Service inevitably has a somewhat higher latency than traditional terrestrial broadband services. Typical latency is of the order of 40ms (when compared to the average 15ms typical with terrestrial services). The higher latency means that a 4G service will be a little slower to respond than the equivalent terrestrial service. This should not have any noticeable effect on all normal internet-based activity – although, certain real-time fast feedback applications such as multiplayer online action gaming may see some slight degradation in responsiveness.

9.5. Most VPNs work effectively over 4G. Some VPNs may need to be configured to allow the higher latency of 4G.

9.6. Service parameters, including monthly data allowances, are specified for the overall connection as delivered to the combo 4G Modem/Wi-fi Router. Where the connection is shared between other computers and devices, the data allowance is also shared.

9.7. Unless otherwise stated, Service is generally provided on an unlimited data allowance basis, but subject to fair usage policies published from time to time by 4G Network Operators. Data allowances apply to the overall mix of data downloaded and uploaded.

9.8. Where applicable, certain Packages allow a set data amount for upload and download each month. If the current monthly usage limit is reached, the Subscriber must purchase additional data to continue using the Service during that month.

9.9. Subscriber acknowledges and accepts that the speeds described in the description of the Service are average speeds, not actual speeds at all times. Actual speeds may vary, based on a number of variables entirely outside Cambrian Connect's control.

9.10. Actual speeds achieved will be affected by many factors including, but not limited to:

9.10.1. internet congestion at the time;

9.10.2. performance of any router or other network device installed by Subscriber;

9.10.3. performance of local wi-fi connection and environment;

9.10.4. performance of Subscriber computer(s) and browser(s) which must be operating normally (i.e. without any errors or error messages or system warnings) and with an operating system kept up-to-date with all updates and patches applied;

9.10.5. number of computers and other internet enabled devices using the Service;

9.10.6. number of TCP sessions opened;

9.10.7. number and nature of applications and downloads running in the background;

9.10.8. malware and virus infection on Subscriber's computer or other devices with access to Subscriber's local network;

9.10.9. where applicable, speed step of the Subscriber's chosen package as determined by the amount of data used in conjunction with the usage parameters of that package as may be stated in the Service Package Description;

9.10.10. performance of the website or internet service that the Subscriber is attempting to use;



9.10.11. performance of the speed test server and the connection established between this server and the Subscriber's computer running the speed test.

9.11. In the case of any plans or packages described as offering unlimited data, it should be noted that these should provide Subscribers with all the access to the internet needed for normal internet usage permissible under these Terms and Conditions and subject to fair usage.

9.11.1. However certain usages of the 4G broadband connections provided by Cambrian Connect are not permitted under these Terms and Conditions (please see Section 13 below for more detail).

9.11.2. Plans or packages made available by Cambrian Connect prior to October 1st 2019 and described as offering unlimited data therefore come with a monthly usage cap set at 1,000 GB, the reaching of which point will result in the Service being suspended in order to help identify potential non-permitted usage.

9.11.3. It is extremely unlikely that such a point will be reached if Subscriber is using the service in permitted fashion. However, should Cambrian Connect then establish that Subscriber's usage of the Service has in fact been entirely permissible, it will re-enable Subscriber's connection with as minimal interruption as possible, so that Subscriber may then continue to use the Service.

9.11.4. Plans or packages made available by Cambrian Connect on or after October 1st 2019 and described as offering unlimited data have no such monthly usage caps and are therefore fully unlimited in terms of monthly data allowance but subject to fair usage. Despite this, certain usages of the 4G broadband connections provided by Cambrian Connect remain not permitted under these Terms and Conditions (please see Section 13 below for more detail).

9.12. The Service may be suspended for operational reasons (such as maintenance or upgrades) or because of an emergency. If it is made aware by a 4G Network Operator of any suspension to or interruption of the Service before such occurs, Cambrian Connect will give Subscriber as much notice as is reasonably possible.

9.13. If a 4G Network Operator has to alter technical specifications associated with the Service for operational reasons, Cambrian Connect will endeavour to give Subscriber as much notice as possible, where appropriate.

9.14. Cambrian Connect may give Subscriber instructions concerning the use of the Service and Subscriber agrees to observe such instructions as are issued.

10. Installation

10.1. Cambrian Connect offers a regional installation service in the UK for installation and set up of the external 4G antenna and internal combo 4G Modem/Wi-fi Router. In addition, Subscribers may carry out their own installation or commission their own installer - but not in the event of any equipment being supplied to Subscriber under any Government subsidy scheme. In any case, the installation must be carried out with due care to Health and Safety, construction regulations and electrical regulations. Subscribers should consult a qualified professional such as a CAI Member. The install must be carried out as per the installation manual provided and following the CAI Code of Practice (www.cai.org.uk).

10.2. Any installation warranty issues must be raised first with the original installer. Where Cambrian Connect carried out the install, we will not cover warranty visits from a different installer.

10.3. A "Standard Installation" is defined as having a maximum cable run of 5m from the external dish 4G antenna to the internal combo 4G Modem/Wi-fi Router, the external antenna being mounted no more than one storey high,



on a suitably facing wall through a single wall to a single internal point with no special bracketry or special access requirements but does not include any additional travel costs for rural remote installations.

10.4. In certain cases and dependant upon the strength of the received 4G signal at the Subscriber's location, it may be possible for the Service to be satisfactorily provisioned without the need for an external 4G antenna and thus without a professional installation either. Cambrian Connect itself will advise if this is a possibility and specifically excludes any responsibility for the performance of the Service, should a Subscriber choose not to have an external 4G antenna, when it has been advised that one is necessary.

10.5. Subscribers are advised that, in the event of any equipment being supplied to Subscriber under any Government subsidy scheme, the fitting of an external 4G antenna and the professional installation of such is a mandatory requirement, regardless of 4G signal strength at the Subscriber's location.

10.6. Some more remote and rural post codes may be subject to a post code supplemental charge to cover additional fuel and travelling time costs. Where possible Cambrian Connect will try and absorb this supplemental charge if the installation can be arranged into normal daily activities or journeys. The Remote areas are categorised:

10.6.1. Rural Travel Surcharge – England/ Wales

10.6.2. Rural Travel Surcharge – Scotland

10.6.3. Rural Travel Surcharge – Highlands

10.7. Special requirements may need extra work which will be quoted by Cambrian Connect or the installer to Subscriber before proceeding.

10.8. Setting up of Subscriber networks or special systems is not covered by the Standard Installation.

10.9. You should retain all the original packaging in case you need to return any equipment to us for service or warranty or if you wish to return equipment to us as per your statutory rights under the Consumer Contracts Regulations.

11. Code of Practice for Complaints Handling and Dispute Resolution

11.1. OFCOM requires that providers of Electronic Communication Services have a transparent, accessible and effective Code of Practice for Complaints Handling with appropriate access to Alternative Disputes Resolution process (ADR).

11.2. Our aim is to provide a high-level of customer service and support. However we recognise that problems can occur and this Code of Practice outlines what we will do to put things right as quickly as possible. You may request a hardcopy at any time from support@cambrianconnect.co.uk and it may be published on our website.

12. Internet Service

12.1. Cambrian Connect is not liable whether in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications services or for the faults in or failures of their networks and equipment.



12.2. Subscriber agrees that Cambrian Connect has no control over the information that can be accessed by using the Service, and that Cambrian Connect does not control the use to which Subscriber puts the Service or the nature of the information Subscriber is sending or receiving.

12.3. The Service provides the Subscriber with an ability to use the internet. The internet is separate from the Service and use of the Internet is at Subscriber's own risk and is subject to any applicable laws. Cambrian Connect has no responsibility for any goods, services, information, software, or other materials obtained by Subscriber when using the Internet.

12.4. Subscriber also acknowledges that data transmitted via the Internet may be protected by third party rights, including inter alia, intellectual property rights and copyright. Subscriber is solely responsible for the data Subscriber consults and transfers via the Internet, and Subscriber may not transmit or request data that violates or may violate any third party's rights.

12.5. Subscriber hereby acknowledges and agrees that the Internet is not a secure network, in particular regarding data transmissions. Accordingly, Cambrian Connect does not warrant the integrity, authentication and confidentiality of the information, files and data exchanged by Subscriber via the Internet. Subscriber is responsible for taking all appropriate steps to protect Subscriber's data and/or software from corruption, virus contamination or intrusion in Subscriber's computer.

12.6. Restrictions on Use:

12.6.1. Subscriber must not re-sell or attempt to re-sell the Service;

12.6.2. Subscriber will not use the Service in a way that does not comply with the terms of any legislation or any license applicable to Subscriber or Cambrian Connect or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

12.6.3. Additional terms and conditions may be displayed online or elsewhere relating to particular services. If Subscriber chooses to access such services, Subscriber will need to comply with such additional terms and conditions.

13. Unacceptable Use

13.1. Cambrian Connect reserves the right to immediately suspend the Service, or refuse the Service and terminate this Contract, without liability, if the Subscriber, or anyone using the Subscriber's account, uses the Service:

13.1.1. fraudulently, for fraudulent purposes or in connection with any criminal offence;

13.1.2. in an unlawful manner, in contravention of any applicable legislation or license;

13.1.3. via computers or networks or other systems or devices which are infected with viruses, Trojans or other malware whether or not Cambrian Connect has notified Subscriber of such malware;

13.1.4. via computers or networks or other systems or devices in an infected state once this has been advised to Subscriber by Cambrian Connect or other people whether or not on behalf of Cambrian Connect;

13.1.5. to download an unreasonably large amount of data when compared to the published Service Package Description Limits

13.1.6. in a way that does not comply fully with any instructions that Cambrian Connect has given Subscriber;

13.1.7. in such a way that degrades the Service to other Subscribers, as determined by Cambrian Connect;



- 13.1.8. in such a way that is uneconomic for Cambrian Connect;
 - 13.1.9. in such a way to cause annoyance, inconvenience or needless anxiety;
 - 13.1.10. for transmission of any data which is prohibited, illegal or contrary to international public order, such as, but not limited to, pornography, paedophilia, fascist and/or terrorist related information;
 - 13.1.11. for hacking or any attempt to illegally use, manipulate, or appropriate data or information via the Internet, including, but not limited to, breaking security of any online systems, such as, without limitation, e-commerce Internet sites, financial institutions, and any other activity prohibited by law.
 - 13.1.12. to send, knowingly receive, upload, download, distribute, share, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing (specifically including via P2P file sharing protocols, such as BitTorrent for example);
 - 13.1.13. to send, knowingly receive, upload, download, distribute, share, use or re-use any material which is in breach of copyright, confidence, privacy or any other rights (specifically including via P2P file sharing protocols, such as BitTorrent for example);
 - 13.1.14. to send or procure the sending of any unsolicited advertising or promotional material such as but not limited to, spam;
 - 13.1.15. to use the system in any way which results in the inclusion of Cambrian Connect servers or networks on internet blacklists whether knowingly or unknowingly;
 - 13.1.16. to send knowingly any material which contains software viruses or any computer code, files or programmes designed to interrupt, damage or destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
 - 13.1.17. or if Cambrian Connect considers, in its sole discretion, that the Subscriber's use of the Service is in any other way unacceptable as determined by Cambrian Connect.
- 13.2. Cambrian Connect shall be entitled to monitor the Subscriber's use of the Service and to modify, edit or remove any material the Subscriber is sending or receiving using the Service entirely in Cambrian Connect's sole discretion.
- 13.3. If the Service is used as described in this section, Cambrian Connect will regard Subscriber as in breach of contract and will enforce the terms of section 15 Breach of Contract.
- 13.4. Subscriber will indemnify Cambrian Connect against any claims or legal proceedings that are brought or threatened against Cambrian Connect because the Service is used in breach of this section. Subscriber will notify Cambrian Connect of any such claims and keep Cambrian Connect informed as to the progress of such claims.

14. Other

- 14.1. Subscriber agrees to comply with all applicable laws, rules and regulations in connection with the Service and with these Terms and Conditions.
- 14.2. Cambrian Connect's liability in Contract, tort (including negligence) or otherwise in relation to this Contract is limited to the Charges paid by Subscriber to Cambrian Connect in the preceding period of 12 months.
- 14.3. Cambrian Connect expressly excludes any liability for consequential loss.



14.4. Cambrian Connect may change the terms and conditions of this Contract, including the charges, at any time. Cambrian Connect will give Subscriber at least 14 days' notice of any changes before such changes take effect.

14.5. Each term and condition of this Contract operates separately in itself and survives independently of the others.

14.6. If Cambrian Connect or Subscriber is unable to perform any obligation under this Contract because of a matter beyond their reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or central Government or other competent authorities or events beyond the reasonable control of Cambrian Connect, Cambrian Connect's suppliers, or Subscriber, Cambrian Connect or Subscriber will have no liability to the other for that failure to perform.

14.7. If any events described in paragraph 14.6 continue for more than 14 days, Cambrian Connect can terminate this Contract by giving Subscriber notice.

14.8. This Contract is personal to Subscriber and Subscriber may not transfer his/her Account or any of his/her rights and obligations under this Contract without Cambrian Connect's written agreement. Cambrian Connect may transfer any of its rights and obligations under this Contract (including Subscriber's Account and any details that Subscriber has provided to Cambrian Connect to enable the ongoing provision of Services to Subscriber) to (i) any person or entity which acquires all or substantially all of the business providing the Services (in which case any reference to Cambrian Connect shall be construed as a reference to its successor in respect of such business); or (ii) any subsidiary or parent of Cambrian Connect, or any subsidiary of any such parent, without the Subscriber's permission. In the event that Cambrian Connect transfers any of its rights or obligations under this Contract to a third party, pursuant to this clause 14.8, Cambrian Connect will also transfer certain of Subscriber's personal data which it holds to such third party, again in order to enable Subscriber to have continuing access to the Service.

15. Breach of Contract

15.1. Breach of Contract will result in termination of Subscriber's Service and termination of this Contract (or both):

15.1.1. immediately if Subscriber commits a breach of this Contract; or

15.1.2. Subscriber does not pay the charges in accordance with section 5 - Charges and Billing of this Contract; or

15.1.3. immediately if Subscriber is the subject of a bankruptcy order or becomes insolvent, or makes an arrangement with creditors, or a receiver or administrator is appointed over any or of Subscriber's assets.

16. Consumer Contracts Regulations - UK Purchases Only

16.1. For UK purchases from the website or by phone, the Consumer Contracts Regulations give you the right to cancel within the cooling-off period of fourteen working days of receipt of the goods as long as the Service has not been activated or used. If you wish to cancel, you must inform us in writing within that period and return any supplied and/or installed equipment to us in new condition in their original packaging at your cost.

16.2. You will be given details of your order, all costs, our details and your rights to cancel before we process your order. If this prior information is given verbally at time of order and you choose to proceed, you will receive confirmation by email.

16.3. In the event that we cannot achieve and demonstrate a minimum broadband performance immediately following installation as defined in our Performance Promise or to the stated minimum criteria in the case of a



Government subsidised installation, we will remove all equipment at our cost and walk away. We will further refund any monies that you have paid over to us at Cambrian Connect with respect to equipment or installation costs.

16.4. In the event of your choosing to cancel within the fourteen day statutory cooling-off period for any reason other than our failure to achieve and demonstrate a minimum broadband performance immediately following installation as defined in our Performance Promise or to the stated minimum criteria in the case of a Government subsidised installation, the following conditions shall apply:-

16.4.1. You WILL NOT be liable for any equipment costs, PROVIDED THAT you return all equipment to us in new condition in the original packaging at your cost. Once we have received these, any relevant payments made by yourself for the equipment will be refunded to you, or if that equipment has not yet been paid for (as in the case of installations intended to be carried out under Government subsidy), a relevant credit will be raised to offset any invoiced amount. Should you not effect such return, you will be liable for all equipment costs, chargeable at our normal retail pricing in place at the time.

16.4.2. It can take UP TO SEVEN DAYS for your account to be closed off from the point of your giving us notice of your wish to terminate within the fourteen day statutory cooling-off period. Your 4G broadband service will continue until your account is closed off, at which point your ongoing financial liability will end.

16.4.3. You WILL STILL be liable for the full costs of installation work carried out at your property in order to activate the Service. This is because you will have chosen to exercise your statutory rights to cancel under the Consumer Contracts Regulations for reasons other than the failure of the Service to perform to stated minimum specifications. In such an event, if the costs for initial set-up of the Service have already been paid, the installation element of those costs will not be refunded in any event. If the costs for initial set-up of the Service have not yet been paid (as in the case of installations intended to be carried out under Government subsidy), you will in all cases be liable and will need to pay for the installation element of those costs.

16.5. Your statutory rights are not affected in any way by any of the above.

17. Duration of Contract, Minimum Contract Period and Account Upgrade

17.1. The Contract shall start on the Start Date. Subscriber is deemed to be bound by these Terms and Conditions at the same time.

17.2. The Contract is for the Minimum Contract Period (MCP).

17.3. The length of the MCP - currently either 12, 24 or 36 months, dependant on the Service selected - will have been communicated and confirmed to Subscriber and agreed to by Subscriber when first placing his/her order.

17.4. Special promotions, offers and promotional contracts of other duration may be offered from time to time and additional Ts & Cs will apply to these.

17.5. During the Minimum Contract Period, Subscribers may upgrade their account to one with a higher monthly data allowance if possible. Some charges may occur in such events due to account crossover, as a result of ensuring that Subscribers retain broadband connectivity at all times.

17.5.1. For customers with Vodafone-based accounts, upgrades to accounts can only be applied from the start of the next new billing month and not before.



17.5.2. For customers with Three-based accounts, upgrades to accounts will be applied upon our despatch of the new Full SIM card associated with the Subscriber's newly selected upgraded account. Payments on the Subscriber's old account will cease to be applied upon our receipt of the Full SIM card associated with the Subscriber's original account - as strictly specified in point 16.4.2 above.

17.6. Subscribers may not downgrade during the Minimum Contract Period.

17.7. If the Subscriber has taken up a new Contract within the original MCP, then a new MCP based on the Start Date of the new Contract applies.

17.9. After Minimum Contract Period, the contract will continue until terminated in accordance with 20 - Termination of Contract .

18. Minimum Notice Period (MiNP)

18.1. The Minimum Notice Period applies to all contracts of any Minimum Contract Period whether 1 month, 1 year, 2 years or any other period offered at the time.

18.2. If notice is given during the Minimum Contract Period, the Early Termination Charge will apply.

18.3. The Minimum Notice Period is 30 days. Any payments due within the 30 day period remain due. Where applicable, a discount will be applied to the final payment to reflect any remaining unused days beyond the MCP after the MiNP has expired.

19. Early Termination Charge and Downgrade Charge

19.1. The Early Termination Charge is calculated as follows:

19.1.1. If you wish to terminate within the MCP, the Early Termination Charge is the balance of all payments due until the end of the MCP.

20. Termination of Contract

20.1. This contract may be ended;

20.2. by either Subscriber or Cambrian Connect after the Minimum Contract Period, by giving 30 days' notice (the Minimum Notice Period)

20.3. by Subscriber giving Cambrian Connect 7 days' notice if Cambrian Connect gives Subscriber notice to increase the charges (other than the automatic annual RPI increase detailed in point 5.10 above) or changes the conditions of this Contract to Subscriber's detriment and provided Subscriber gives the notice before the increase or changes take effect.

20.4. at any time by Cambrian Connect giving Subscriber 14 days' notice if Cambrian Connect at its sole discretion decides that Subscriber is either knowingly using the Service for illegal purposes (including but not limited to the improper down- or uploading of copyright protected material) or that Subscriber is abusing the Service in other unreasonable fashion or that Subscriber is acting in a persistently vexatious manner in Subscriber's dealings with Cambrian Connect.



21. Indemnity

21.1. Subscriber must indemnify Cambrian Connect against any claims or legal proceedings in respect of illegal or unacceptable use, defamation, breach of copyright or other intellectual property right infringement which are brought or threatened against Cambrian Connect by another person and which are attributable wholly or in part to Subscriber's use of the Service and, if Subscriber uses the Service for business purposes, Subscriber must indemnify Cambrian Connect against any claims that anyone (other than Subscriber) threatens or makes against Cambrian Connect because the Service is faulty or cannot be used by them.

22. Giving Notice

22.1. Notices under this Contract may be given on-line by electronic mail using the Service, or in writing and delivered by hand or sent by pre-paid post to the addressee as follows:

22.1.1. to Cambrian Connect at its Registered Office or via support@cambrianconnect.co.uk or any alternative address Cambrian Connect notifies to Subscriber at any time.

22.1.2. to Subscriber: at the postal address or email address the Subscriber specifies when registering for the Service or any alternative address which Subscriber notifies to Cambrian Connect.

23. Entire Contract

23.1. This Contract, the Order Form(s) and any additional documents referred to prepared by Cambrian Connect, constitute the entire and only agreement between Cambrian Connect and Subscriber for the Service.

24. Law and Jurisdiction

24.1. This Contract is governed by the laws of English and Wales and Subscriber and Cambrian Connect submit to the exclusive jurisdiction of the English and Welsh courts.