



Internet Service: Terms & Conditions

This document defines the agreement by which WISP Broadband Ltd provides service to its subscribers. The terms We, Us and Our refer to WISP Broadband Ltd, registered as company number 4319977. The terms You and Your refer to the customers of our services.

- The agreement is subject to English law.
- These are standard terms for all subscribers. You cannot change these terms and conditions, and you cannot assign this agreement to anyone else. We may change the terms and conditions, and any associated rules such as the AUP. We will put the new versions on our web pages. We may also assign the agreement to any other party after giving you one month's notice.
- If you have a specific requirement, please contact us. If we agree a variance, a Director of the company will confirm it in writing, in which case, it would take precedence over these terms.
- This agreement is written to be understood easily. The terms should be read as a statement of what we have intended and read to the full extent that the law permits. For example: we limit liability for negligence, however legislation makes any term limiting liability for negligence causing death or personal injury invalid in some cases. In such cases the clause should be read as if it had "except death or personal injury" and not be considered to be completely invalid. This should be applied for any legislation affecting this agreement, and in each case separately as it may depend if you are a business or consumer, etc. We feel that this interpretation allows the terms in this agreement to be simpler and easier to follow than if they had lots of "except this, and that" on them.
- Purchase of our Internet service is subject to our Acceptable Use Policy (AUP).

Communication between You and Us

General information, including these terms and conditions is available from our website. Changes, including any changes to terms and conditions or policies or other important information may be sent via e-mail. You must check our website, or read e-mail to ensure you are aware of such information.

You may contact us using our published e-mail, telephone or postal address. You are responsible for ensuring any e-mail or letter reaches us, and we consider your communication valid on the date and time it reaches us and not when it was posted or sent.

Invoices and late payment reminders are normally sent by e-mail either to your personal account or your accounts department. You can change this e-mail address whenever you like by contacting us.

Payments

We publish our service tariffs on our website. We are not VAT registered. Internet Service will be billed at the beginning of each contract period. Installation payments are due for payment immediately on completion of the installation.

ISP Service Terms

The first service payment must be made by cheque at the same time as the installation fee. Subsequent service charges will be paid by Standing Order in advance of the provision of service.

Domestic customers pay monthly in advance and business customers pay 6 monthly in advance.

We will inform you of any changes to the charge by e-mail and will issue a revised Standing Order form for you to complete and pass to your bank.

We would urge all customers to pay on time. We are a business serving the community. We do not wish to waste our time and your chasing unpaid bills. We will be forced to suspend the service to any customers who fail to settle promptly.

Liability

We understand that communication services are often important to you but you must expect such services to fail, usually without prior warning. We expect you to take whatever precautions you see fit. This could include arranging alternate service access (e.g. dial-up modem), insurance, backup systems, and so on.

Liability for any reason is limited to a refund of the amount paid, pro-rata for the period the service was not adequately provided. If we are negligent, then we accept that we have liability. We require you to prove we have been negligent in such cases.

Changing these Terms

You cannot change these terms and conditions, and you cannot assign this agreement to anyone else. We may change the terms and conditions, and any associated rules such as the AUP. We will put the new versions on our web pages. We may also assign the agreement to any other party after giving you one month's notice.

If we make a change of the conditions that is to your detriment, and you wish to terminate the service as a result, then this operates in much the same way as a price increase. You must notify us that you are terminating because of the change in the first period of service following the change, and we will treat that period as operating under the previous version of these terms.

Contract Duration

Ongoing services are provided for each period as agreed, monthly for domestic customers and half-yearly for business customers. If you wish to cancel the service, after the first year, you should e-mail us and instruct your bank to terminate the standing order. We will then suspend the service.

We can opt not to renew your service if we wish.

Changing Prices

The price for service is fixed at the start of each billing period for the whole of that period. We will publish changes to our general prices on our web site and will issue revised standing orders to you by e-mail. It is our aim to offer improved service with lower prices over time.

Equipment at your premises

To use our Internet service, we will install some equipment at your premises (Customer Premises Equipment, or CPE).

You purchase this CPE from us, either outright or by a deferred payment plan. You own the CPE and it is covered by a 12-month manufacturer's guarantee. It is a condition of service that you use the equipment according to any instructions or limitations we apply. For example, we may require a particular software load or configuration to ensure correct operation of our network.

We may need to access your premises from time to time for example to install, repair, maintain or upgrade the CPE. If we do, we will give you advance notice and so long as appropriate identification is shown you agree to allow us access. We will meet your reasonable requirements and you must meet ours, concerning the safety of people on your premises.

Internet Service Level Agreement (SLA)

We try to ensure that our Internet connectivity works as we have said it will. If we expect a problem or have to suspend part of the service for some operational reason, then we will let you know in advance if possible - usually via our web site.

The Internet is a large network of interconnecting computers managed by different organizations. We cannot be responsible for anything not in our control. We will not refund or compensate you for any break in service or any consequential costs that may arise because the service did not work when you needed it. If the service has failed because of a fault that is within our control we will endeavour to rectify the problem within two working days of being notified of the problem.

It is also important to note that we cannot guarantee the speed (transfer rate, packet loss or latency) of the Internet. In some cases the speed of the link to your site is defined, but this speed is subject to contention, within our network and on the Internet itself. Such matters are a characteristic of the service you have paid for or are beyond our control and as such we accept no liability.

Suspension of service

If we suspend a customer's service because of a breach of our terms or non-payment then you continue to be liable for the full cost of the service. If payment continues to be outstanding for 10 working days after suspension of a service we may disconnect the service.

Reconnection of service

If we suspend or disconnect a service because of breach of our terms or non-payment, then you will not be able to reconnect without payment of a reconnection fee in addition to all outstanding invoices, penalties and interest due, and (if we decide) a deposit.

Abuse of the Internet

Our Acceptable Use Policy (AUP) specifies the rules you must follow. The service can be suspended or terminated without refund, if you do not follow the rules in the AUP, at our sole discretion. We will try to give you a warning of any issues relating to the AUP and an opportunity to rectify such problems to continue service - however severe breaches may result in immediate disconnection.

Liability for use of the Internet

We provide a service that allows information to be passed to and from your computer systems. In using the service you must accept that we have no responsibility for the information carried, even if it is held on our servers in transit, or is placed on our servers. If you take offence to any information you receive, you should take up the matter with the sender, or choose not to receive the information (e.g. to not visit offending web sites, etc). We will co-operate with the police or other authorities in providing information to trace any criminal offence that may be committed via our services.

You must take responsibility for your use of the Internet. If anything you do, or fail to do, results in any liability for us, then you will compensate us completely. This includes any liability for anything you place on any of our servers. This includes compensation for all consequential losses, loss of time, loss of reputation, loss of future or expected profits, etc, as well as any fines or consequences imposed on us or our Directors and company officers or staff personally, if we or they are found liable for your actions or inaction.

Who can use the our Internet connectivity

Unless we have agreed with you specifically, in writing, you cannot resell or provide the service to anyone else not connected with you or your company or household. You must ensure that any passwords we supply for use with the service are kept confidential, and must notify us immediately if you realise they have been compromised. To clarify, this relates to the reselling or sharing of an Internet connection, such as running a radio network or cable to neighbouring houses or offices.

In any event, you are responsible for all those that do make use of the service using your connection, account or domain, and we advise that you ensure all users are aware of these terms and the acceptable use policy.

Changing Our Service

We have a policy of continuous improvement, and may, from time to time, add, modify or remove parts of the service. We will publish details of such changes on our web pages in advance. We will not pay any compensation for such changes even if they require periods of service suspension. If you do not like the change we have made you have the option not to renew the on-going service for the next period.

If we make a change that requires any change to the configuration of your computers or systems, then you are responsible for making those changes in order to continue using the service. Where possible we will allow the previous configuration of your system to operate at the same time as the new configuration, for a period of time. This will allow you to make necessary changes at your convenience.

You may be allocated IP addresses for use of the service. These do not belong to you, but we may register your details with IP management authorities (RIPE). We may change your allocated IP addresses for operational reasons and you must make or arrange the necessary changes at your site to accommodate such changes at your cost.

Our Internet Service is sold as a shared service. We require customers to make responsible use of a shared service. We reserve the right to manage the way in which the service is shared to ensure the best operation for our customers as a whole.

Third Party Terms

When we provide your service, you may be bound to terms of third parties. This is because some of the contracts we enter in to require us to impose terms on those using the services. In some cases a separate contract is formed between you and a third party. These include:

- Any terms imposed by our Internet transit providers. We may change providers from time to time.
- Any terms imposed by Internet registries, including RIPE for IP addresses.

Public Identify

Contact details for fixed IP address assignments are published in the RIPE database and can be checked via <http://www.ripe.net/>.

It is a formal condition that you accept that such details may be published and fully indemnify us against any claim related to publications of such details. Where practical we will co-operate with your requests to publish alternative or restricted contact details.

Protecting Yourself

Our broadband connection offers an “Always On” service. This may mean that your computer is visible to millions of others for long periods that expose you to the possibility of malicious attention, such as hacking.

You are responsible for the security of your computers. We are not responsible for any breach of security via the Internet. We strongly recommend you ensure your machine(s) is configured correctly. A common way to achieve some protection is to use a Firewall, either as a separate device or as software running on your machine.

Acceptable Use Policy (AUP)

The Internet operates smoothly by cooperation and convention. There are many informal rules that are strong guides to expected behaviour.

This Acceptable Use Policy (AUP) defines the rules that we apply. If these rules are broken, the offending account can be suspended and/or terminated at our sole discretion. In either case, no compensation or refund is given and any amount due for a minimum term contract will still apply. Normally a breach of the rules will involve us contacting you. If you continue to be a nuisance on the Internet we can opt not to renew your contract and so terminate your service.

Broadly, the AUP covers the following areas:

- Disruption of the network
- Excessive use
- Illegal acts
- Nuisance to other users
- Shared Network

Our network provides a shared service. This is a key part of the pricing model in that the links are shared with other users. You are expected to make responsible use of the service in light of the fact that it is shared with other users and your actions affect

others. As such transfer of data well in excess of your fair share for a long period of time will be considered excessive use and we may request you make sensible usage to ensure no adverse affect on our users as a whole. If you do not, we may restrict or disconnect your service.

Your Servers

Permanently connected customers that provide their servers (e.g. web, email, news, and so on) are totally responsible for those servers and their content. You should ensure that you are aware of any laws regarding the material you are providing, including copyright laws. If you are breaking the law we will be obliged to co-operate with the authorities, and may also disconnect your service.

Abuse

While applicable laws must be obeyed, we do not restrict what you say or how you use the Internet. It is not a breach of our policies for you to be sent abusing, defamatory or offensive material via email or news - this is a matter between you and the sender. As we do not provide a news service, we do not consider ourselves liable under the Defamation Act for any news postings you make or collect. Our role in such matters is (as much as the law permits) much like the Post Office, which does not accept liability for an abusive personal letter sent via the post. As a customer you must accept that we are carriers of information with no responsibility for its content whether stored in transit or not. If we are found to be liable for anything you do using the service, you must indemnify us in full. If you are not happy with this arrangement, then please do not take the service.

Abuse *on* the Internet is not in itself a reason for suspension of service. However abuse *of* the Internet is unacceptable. Abuse of the Internet means anything that could affect the operation of the Internet, affect the service we can offer to our customers or affect a large number of Internet users. This includes any action that could cause our Internet connection to be disconnected or restricted, including breaking the acceptable use policy of our peers or causing any sanctions to be made against us.

We will, wherever possibly, give you reasonable warning of any problems, and a reasonable time to rectify problems before we consider any action (such as suspension of service). In exceptional circumstances this may not be possible.

Handling Complaints

Any legitimate complaint we receive will be carefully considered and may cause suspension of any account at our sole discretion. When assessing a complaint, we consider the effect on the Internet and our ability to provide services to all our customers.

Abuse in this context is abuse *of* the Internet and not abuse *on* the Internet. Don't bother complaining to us because someone calls you a rude word in e-mail or on a newsgroup (although, feel free to complain to the sender - but this does not usually help). If you have any complaint about any other customer, please send an e-mail to abuse@wispbroadband.co.uk