

South Witham Broadband Ltd ADSL Usage Policy

Introduction

The following Policy contains rules that govern your use of South Witham Broadband Ltd's services ("Service") and forms part of the terms and conditions of use of the Service. This Policy may be amended from time to time. An up-to-date copy of the current policy will be maintained on our website at www.adsl.southwitham.net

It is South Witham Broadband Ltd's intent to provide our customers with the best Internet service possible. In order to accomplish this task, we have adopted this South Witham Broadband Ltd Usage Policy (the "TUP" or "Policy"). This Policy outlines acceptable and fair use of South Witham Broadband Ltd's Internet services (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the South Witham Broadband Ltd General Terms and Conditions.

It is the responsibility of all South Witham Broadband Ltd customers and all others who have access to South Witham Broadband Ltd's network ("customer," "you," or "your"), to comply with this TUP and all South Witham Broadband Ltd policies. As a Service customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other South Witham Broadband Ltd policies could result in the suspension or termination of your Service. If you do not agree to comply with all of these policies including the TUP, you must immediately stop use of the Service and notify South Witham Broadband Ltd so that your account may be closed.

Acceptable Usage Policy

The following are not permitted:

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward South Witham Broadband Ltd, but also because it can overload South Witham Broadband Ltd's network and disrupt service to South Witham Broadband Ltd subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, South Witham Broadband Ltd has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. South Witham Broadband Ltd is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also South Witham Broadband Ltd's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Using South Witham Broadband Ltd's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. South Witham Broadband Ltd is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through South Witham Broadband Ltd's network.

Defamatory or Abusive Language -- Using South Witham Broadband Ltd's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Facilitating Denial of Service Attacks -- Using South Witham Broadband Ltd's network to launch, control or deliver any form of denial of service attack.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message where the intention is to maliciously deceive the recipient.

Illegal or Unauthorised Access to Other Computers or Networks -- Accessing illegally or without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this TUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this TUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Usenet Groups -- South Witham Broadband Ltd reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the TUP.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including but not limited to advertising, transmitting, or otherwise making available pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities -- Engaging in activities, whether lawful or unlawful, that South Witham Broadband Ltd determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

Fair Usage Policy

The Fair Usage Policy is based on an historical view of customer. This customer usage is then compared to a 'traffic quota' - the level of data that can be sent and received as per the Acceptable Usage Policy, based on the average use of the network over a given period of time.

Customers found to be over this quota may experience slower speeds during peak hours. Speed reductions will be progressive, i.e. the more bandwidth used above the quota, the slower the speed experienced. This allows other users a fair share of the available bandwidth.

Under the Fair Usage Policy, we apply flexible and dynamic 'controls' to your network, based on almost real-time analysis of network usage and capacity.

The restrictions imposed will only affect you if you're identified as a heavy user during peak-times, as determined by the utilisation of the network. During off-peak hours, restrictions don't apply.

Similarly, if you exceed the quota, and then modify your network usage and reduce your consumption to below the levels, you'll go back to receiving normal speeds.

The quota levels that are dynamically calculated are significantly higher than most customers usually need. We'll continue to review network usage levels, and will manage the Policy to make sure that a high quality of service is available to all.

As a result of this policy the majority of our customers will benefit from faster speeds and an improved service.

South Witham Broadband Ltd's Rights

Compliance with this Policy is a contractual requirement. We reserve the right to suspend, restrict or terminate your access to the Service if either you or a third party accessing your Website or Your Equipment causes, or is likely to cause, our Service to be interrupted, damaged or impaired.

Offending material may be removed without prior notice. We may retain a copy of such material for our records.

We reserve the right to forward offending material to the police or other regulatory authorities in the event that we are requested to do so or where a complaint is made about your use of the Service and is deemed by us to be inconsistent with this Policy.