

Schedules (Forming part of the South Witham Broadband Business User General Terms and Conditions)

SCHEDULE 1

Schedule of Services

1. Rental of ADSL on existing BT analogue line from customer's site (BT analogue line rental still payable)
2. IP connectivity between customer's site and South Witham Broadband's Internet Network.
3. IP addresses may be requested at South Witham Broadband's discretion and subject to completing an appropriate IP Address request. Where IP addresses are issued these must be returned upon termination of this agreement and are at no time the property of the Customer.
4. On the managed service, South Witham Broadband will supply an ADSL router and microfilter and the customer will be presented with a 10/100BaseT Ethernet RJ45 interface.
5. On wires only, the customer is expected to obtain their own hardware. South Witham Broadband will not provide any support for hardware or configurations. It is the customer's responsibility to ensure the hardware is compatible with the service.

SCHEDULE 2

Charges

All charges are payable as per section 2.2 of the order form and in advance. Setup fees will be paid with the initial invoice.

This contract is a twelve month contract with a minimum term of 3 months. Termination of this agreement after 3 months within twelve month term will incur a cancellation fee and 30 days notice.

*While ADSL Max can offer greatly increased line speed performance, when compared to existing products it should be noted that 8 Mbps is a theoretical maximum speed at the highest end of the scale. The maximum speed is determined by factors such as the length and quality of the copper telephone line to the telephone exchange, local electromagnetic or radio interference, and the quality of the end user microfilter and modem.

It should also be noted that ADSL MAX is a rate-adaptive product. This means that the speed at which it downloads and uploads will fluctuate. These fluctuations may also change over time in response to any change in line or the environmental conditions mentioned above.

Usage capped products

Where the Customer subscribes to a usage capped product, the Customer agrees to accept, in arrears, a charge (at the rate set out in their order or at such subsequent rate as notified to them with 28 days notice), such charge to be calculated based on the nearest whole gigabyte, rounded up, as recorded by the South Witham Broadband data transfer logs, which are deemed to be final and undisputed.

The additional charge will be collected with the payment for the period immediately following the month in which the additional data usage occurred.

The usage based service allows you the capability of transferring up to your allocated amount of data per month. This allowance expires at the end of each month and cannot be transferred to a subsequent month if unused.

If you provide us with your email address we will notify you when you have used up your allowance. Where we have provided you with a helloworld address we will use this as your default email address. It is your responsibility to notify us in advance of any change to your details.

If you wish to transfer data in excess of these allowances you may upgrade at no charge to a different South Witham Broadband package.

SCHEDULE 3

Service Standards

1. On the managed service, South Witham Broadband only provides support for the hardware and service up to the Ethernet interface, all equipment beyond this and services are the customer's responsibility.
2. On wires only, South Witham Broadband only provides support for the service being provided on a working BT analogue line.
3. South Witham Broadband offers no service level guarantees on any ADSL service.

Service Credits

4. Do not apply to South Witham Broadband's ADSL services.

Outages

5. Planned Outages may occasionally be necessary for South Witham Broadband to carry out essential maintenance or network upgrades. They will be kept to a minimum and scheduled to minimise disruption.
6. South Witham Broadband will provide a business hours (excludes national holidays) fault reporting helpdesk facility. The helpdesk will issue a fault reference number and will respond promptly to faults reported. Faults remedied will be advised by email.
7. South Witham Broadband aim to rectify faults within 5 hours of issuing a fault reference number. Time to fix may be affected by circumstances. This is a target repair time and does not constitute a service level, under no circumstance is South Witham Broadband liable for outages or consequential losses.
8. Faults not involving South Witham Broadband's Network services or equipment. South Witham Broadband will advise of steps taken to diagnose a fault for which South Witham Broadband is not responsible.

SCHEDULE 4

South Witham Broadband Acceptable Use 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.

Applying the Policy According to the Nature of South Witham Broadband's Service to You

Depending upon the nature of the Service you have selected:

- you may be setting up website or websites to be run on either your server or our server ("Website");
- you may be using our hardware, software, network and / or telecommunications to use the Service ("Our Equipment")
- you may be providing your own hardware, software, network and / or telecommunications to use the Service ("Your Equipment")

This Policy applies to all of the Services you select.

Restrictions on the Service

You are not permitted to have illegal material on your Website(s), link to content that is illegal or to allow Our Equipment or Your Equipment to be used for any illegal activity. You risk being prosecuted if you or any of your customers publish illegal material in this or any other country.

You must ensure that your Website(s), Our Equipment and Your Equipment are not used to incite disorder, publish, disseminate or promote any material which encourages anything which is in any way pornographic, obscene, defamatory, menacing, offensive or in any way unlawful.

Neither you nor your customers are permitted to publish any content, or link to any content, in which you or they (as applicable) do not own the right, without the prior permission of the owner of the relevant right.

You must not use or allow any of your Websites, Our Equipment or Your Equipment to be used to transmit or post any material which may cause offence to others on the grounds of gender, race or religion or which may cause annoyance or offence to any person.

Unacceptable Activities

You must not use or allow any of your Websites, Our Equipment or Your Equipment to be used to distribute or promote any of the following:

- the sending of unsolicited emails or forged messages or spoofing
- software which may be used for port-scanning, virus creation, packet sniffing, smurfing, hacking, Trojan horses or any other illegal or anti-social activity
- any activity which interferes with systems or networks' ability to operate including denial of service attacks in any form
- lists of email addresses (unless all of the addressees on the list have given their explicit permission)
- the processing of personal data which does not comply with all applicable data protection and privacy laws and regulations
- links to any website(s) that host illegal content
- content designed to offend or cause needless anxiety to others

Security

You must not do anything, or allow any third party to do anything, which will compromise the security of South Witham Broadband equipment and you are therefore required to install and use appropriate virus checking software and security devices and to impose this same requirement on any of your own customers that use any of your Websites or Your Equipment.

You must not share, or disclose to any third party, any passwords provided by South Witham Broadband. Such passwords are your responsibility.

South Witham Broadband'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.

Complaints

If you consider that one of our customers is in breach of this policy, please send details of the incident to us at query@adsl.southwitham.net

Please provide as much information as possible including the date, time, timezone and IP address if applicable, together with all other relevant information. These should be provided in plain text within the email and not as attachments.

We will deal with all complaints received and take appropriate action where your complaint is upheld. Please allow up to two working days for a response.