

# TERMS & CONDITIONS

## Please read the following terms and conditions

### 1. INTERPRETATION

1.1 In this Agreement, the following definitions apply:

“**Acceptable Usage Policy**” means the Alncom acceptable usage policy set out at Schedule 1 to this Agreement, which may be amended by Alncom from time to time;

“**Alncom**” means Alnwick Computerware Limited (trading name Alncom) with company registration number is 05451574 and address 7 Linnet Court, Cawledge Business Park, Alnwick, Northumberland NE66 2GD

“**Alncom Broadband**” means the broadband telecommunications service provided by Alncom;

“**Commencement Date**” means date when a Customer accepts the Quote;

“**Confidential Information**” means, in relation to Alncom, information (in whatever form communicated or recorded) belonging or relating to that party, its business affairs or activities which is not in the public domain and which: (a) that party has marked as confidential or proprietary; or (b) has been described as confidential by that party to the Customer (orally or in writing); or (c) due to its character or nature, a reasonable person in a like position to its recipient and under like circumstances would treat as confidential;

“**Connection Details**” means the password identity and/or account formula including but not limited to user name and authorisation codes which are given exclusively to the Customer and the Customer’s connected equipment identity collected from the Customer for the purposes of gaining access to the Network;

“**Content**” means information, video graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available on the Internet;

“**Customer**” means the person detailed in the Quote;

“**Customer Equipment**” means any computer hardware, software, cabling or other equipment provided by the Customer to link to the Network Connection;

“**Equipment**” means all equipment provided by Alncom to the Customer to enable the Customer to access and use the Service, including (without limitation) the Network Connection and the router;

“**Fees**” means any fee payable to Alncom under this Agreement;

“**Intellectual Property Rights**” includes all patents, inventions, copyright (including but not limited to all rights in respect of software), trade marks, database rights, design rights, topography rights, whether or nor any of these is registered and including any applications for registration of any such rights, know-how, confidential information and trade secrets (including designs, processes or products which are to become or may become the subject of an application as aforesaid) and all rights or forms of protection of a similar nature of having similar effect to any of these which may exist anywhere in the world;

“**Line of Sight**” means a clear unobstructed view between the Alncom Customer Equipment and Alncom satellite or radio transmitter/receiver;

“**Network**” means that collection of access equipment, computers, special interfaces and agreements that belong to and are controlled by Alncom and make up both the logical and physical connection between the Customer and the information provider;

“**Network Connection**” means all Alncom’s cabling, interface panels, cabinets, systems, apparatus, facilities and any other equipment which may be utilised by Alncom to provide the Service;

“**Quote**” means the Quote completed by Alncom to which these Terms and Conditions are scheduled and to which they apply;

“**Service**” means the Alncom Broadband service outlined in relevant section of the Quote;

“**Service Credit**” means any amount to be credited against Fees payable by the Customer pursuant to relevant Clause

“**Setup Fee**” means the setup fee specified in relevant section of the Quote showing the fee;

“**Software**” means the software provided by Alncom to enable the Customer to access or use the Service;

“**Software Licence**” means the licence of the Software granted to the Customer pursuant to Clause 5;

“**Installation Equipment**” means the equipment installed on the premises of the Customer for the purpose of receiving the Service;

“**Term**” means the period beginning on the Commencement Date and ending on the date on which this Agreement is terminated under Clause 14.1 (*term after initial period*), Clause 14.4 (*early termination by the Alncom*) or Clause 13 (*Force Majeure*);

“**Transfer Date**” means in relation to any Transfer Notice, the date for the making of the transfer as specified in that Transfer Notice;

“**Transfer Notice**” means the written notice specified in Clause 16.

“**Transferee**” means Alncom Limited or its nominees to whom Alncom seeks to transfer all or part of its rights, benefits and obligations under this Agreement; and

“**User Information**” means information relating to the Customer as set out in the Quote.

1.2 **Construction:** In this Agreement, unless the contrary intention is stated, a reference to:

- (a) the singular includes the plural and vice versa;
- (b) either gender includes the other;
- (c) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (d) a person includes that person’s legal personal representative, permitted assigns and successors;
- (e) time shall be construed by reference to whatever time may from time to time be in force in the United Kingdom;
- (f) any agreement document or instrument is to the same as amended, novated, modified, supplemented or replaced from time to time;
- (g) a Recital, Clause or Schedule, is a reference to a recital, clause or schedule of this Agreement;
- (h) a statute, by-law, regulation, delegated legislation or order is to the same as amended, modified or replaced from time to time, and to any by-law, regulation, delegated legislation or order made thereunder;
- (i) ‘month’ means a calendar month to the extent that it falls in the Term;
- (j) ‘including’ means comprising, but not by way of limitation of any class, list or category;
- (k) ‘writing’ shall include a reference to any electronic mode of representing or reproducing words in visible form; and
- (l) ‘business day’ shall be construed as a reference to a day (other than a Saturday or Sunday) on which the banks are generally open for business in the United Kingdom.

1.3 **Headings:** Headings are to be ignored in the construction of this Agreement.

1.4 **This Agreement:** References to ‘this Agreement’ shall be include clauses of, and schedules, appendices and attachments (if any) to this Agreement and the Quote, all of which shall be read together as one document.

## 2. OUR CONTRACT WITH YOU

2.1 Alncom will send the Quote. A contract is formed when a Customer accepts the Quote, at which point a contract will come into existence between Alncom and the Customer.

2.2 If Alncom are unable to accept the order, the Customer will be informed of this and Alncom will not charge the Customer. This might be because the product is out of stock or because of unexpected limits on their resources or because Alncom has identified a problem which means delivery of the product or service is not reasonably possible.

2.3 Alncom will assign a reference number of the Customer's order and advise the Customer when the order is accepted. This will assist Alncom whenever a Customer contacts Alncom about a product.

## 3. YOUR RIGHT TO MAKE CHANGES

3.1 Alncom may make minor changes to products:

- a) to reflect changes in relevant laws and regulatory requirements but this won't change the contract terms or rights of a Customer; and
- b) to implement minor technical adjustments and improvements for example to address a security threat.

3.2 In addition, Alncom may make more significant changes to these terms or the product, but if Alncom do so they will notify the Customer and the Customer may then contact Alncom to end the contract before the changes take effect and receive a refund for any products paid for but not received.

## 4. THE SERVICE

4.1 Alncom shall provide the Customer with the Service upon and in accordance with the Terms and Conditions with the reasonable skill and care of a competent Internet service provider.

4.2 For technical, operational, and commercial reasons, Alncom shall be entitled to vary the Service or any aspect thereof.

4.3 The Service is normally provided using licence exempt spectrum on a non-interference/non-protected basis. This means that while the Service is not permitted to cause interference with other systems, it may not claim protection from interference from other systems operating in these bands.

## 5. ALNCOM'S OBLIGATIONS

5.1 In consideration of the performance by the Customer of its obligations under this Agreement Alncom agrees:

- (a) to provide the Service to the Customer;
- (b) to provide the Software to the Customer; and
- (c) to install the Equipment at the Customer's premises.

## 6. THE CUSTOMERS' OBLIGATIONS

6.1 The Customer undertakes to Alncom that it shall:

- (a) provide Alncom with true, accurate, complete and current User Information, and notify Alncom of any changes to the User Information;
- (b) obtain all necessary consents, including consents to install and connect all necessary equipment and for any necessary alterations to buildings to enable the installation and use of the Equipment;
- (c) provide suitable accommodation, foundations and environment including all necessary trunking, conduits and cable trays in accordance with the relevant installation standards;
- (d) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as Alncom advises are necessary, and carry out afterwards any making good or decorator's work required;
- (e) provide a suitable and safe working environment at the Customer's premises for Alncom, its employees and agents;
- (f) provide all appropriate support for the Service to include but not to be limited to appropriate electricity supply together with a detailed map marking the position where the Equipment is to be installed and ensure that the Equipment which is used does not damage or interfere with any other services;
- (g) inform Alncom in advance of any existing facilities (where appropriate) which would run the risk of being damaged during the installation of the Network Connection and the provision of the Service;
- (h) procure that the Network Connection is housed in accordance with Alncom's instructions;
- (i) permit access to any Site, to Alncom, its employees or agents, to enable Alncom to carry out its obligations under this Agreement, and/or to inspect, repair, maintain, test or remove the Network Connection or the Equipment or any part thereof;
- (j) not create or permit any charges, pledges, liens or encumbrances to subsist over the Network Connection, all right, title and interest in which shall remain vested in Alncom; and
- (k) not allow the Network Connection to be serviced or repaired, or otherwise interfered with other than by Alncom, its employees or agents.

## 7. FEES

7.1 **Setup fee:** The Customer shall pay Alncom a Setup Fee and /or installations and /or connection fees as outlined in the Quote

7.2 **Ongoing fees:** The Customer shall pay Alncom a monthly charge of an amount in sterling as set out in relevant section of the Quote.

7.3 **Variation of fees:** Alncom may alter the Fees from time to time by notice in writing to the Customer within a reasonable period in advance of the effective date of such change.

7.4 The Quote is subject to survey by Alncom to determine suitability for Network Connection and includes basic broadband installation of standard router, up to 20 metres of cable run, antenna installation at a location providing the optimum performance and cable run at ground level. Additional cable can be supplied at £10 per metre.

7.5 Alncom reserves the right to charge a fee of £75 plus VAT in the event that the Customer is not present for an installation and does not make access otherwise available

7.6 Alncom reserves the right to charge a fee of £75 plus VAT for responding to a Customer support issue where the fault in equipment does not lie with Alncom.

7.7 Alncom reserve the right to charge the Customer a Disconnection fee of £75. This may be waived at Alncoms discretion depending on length of customer loyalty if greater than 12 months.

## 8. PAYMENT TERMS

8.1 Fees accrued under this Agreement:

- (a) under Clause 7.1 shall be paid by the Customer to Alncom upon acceptance of the Quote; and
- (b) under Clause 7.2 shall be paid by the Customer to Alncom monthly in advance.

8.2 Each amount stated to be payable by the Customer to Alncom under this Agreement:

- (a) **currency:** shall be paid in United Kingdom pounds sterling;
- (b) **method:** shall be paid by direct debit or standing order payment to such bank account of Alncom as it may specify in writing to the Customer from time to time, or in such other manner as Alncom may from time to time stipulate in writing;
- (c) **VAT:** value added tax shall be paid by the Customer to Alncom in addition to the amount in question upon presentation by Alncom to the Customer of an invoice for the amount in question together with the applicable value added tax, with the latter shown as a separate figure;
- (d) **free and clear:** shall be paid without set-off or counterclaim, and free and clear of, and without deduction or withholding for or on account of, any taxes unless the Customer is required by law to make a deduction or withholding for or on account of taxes, and if any withholding is so required, the Customer shall pay to Alncom an additional amount such that after deduction of all amounts required to be withheld, the net amount actually received by Alncom will equal the amount which Alncom would have received if the relevant withholding had not been required.

8.3 **Late Payment Fee:** If the customer fails to pay Alncom the full amount payable to it under the agreement on the due date (1<sup>st</sup> of every month) and the account is suspended due to non payment, then a one-off fixed reconnection fee of £2.50 will automatically be applied to your account. A late payment fee will be applied on every occasion that a late payment occurs, resulting in the services being suspended.

8.4 **Failed Direct Debit Fee:** A fixed £2.50 administration fee will be applied to your account automatically if your monthly Direct Debit Fails, this includes changing bank account without notifying Alncom in advance, insufficient funds available, or cancellation by the account holder prior to Alncom submitting for the amount due.

8.5 Except in the case of manifest error by Alncom, all Fees shall be calculated by reference to the data recorded or logged by Alncom.

## 9. EQUIPMENT

9.1 All right, title and interest in the Equipment remains vested in Alncom.

9.2 The Customer shall be responsible for the safekeeping and proper use of the Equipment and shall indemnify Alncom on demand with respect to all costs for the replacement and/or repair of any Equipment that is lost, damaged (fair wear and tear excepted) or destroyed.

## 10. SOFTWARE LICENCE

10.1 **Grant:** In consideration of the performance by the Customer of its obligations under this Agreement, Alncom grants to the Customer for the Term and subject to the provisions of this Agreement, a non-exclusive, non transferable licence to use the Software for the sole purpose of accessing and using the Service.

10.2 **No Other Licence:** It is acknowledged and agreed that no licence under the Software is granted by Alncom to the Customer other than that expressly granted by the provisions of Clause 10.

10.3 Except to the extent required by mandatory operation of law, the Customer shall not attempt to create or recreate any source program of the Software or any program used by Alncom in the provision of the Service nor shall it attempt or permit the reverse compilation or assembly of any part of the Software.

## 11. WARRANTY AND LIABILITY

11.1 Alncom warrants that it has the right to license the Service and the Software in accordance with the terms of this Agreement without infringing the Intellectual Property Rights of any third party.

11.2 Except for conditions, warranties and representations expressly stated in this Agreement or which by law may not be excluded, all express or implied conditions, warranties and representations howsoever arising are hereby expressly excluded.

11.3 Alncom does not undertake to provide a fault-free Service. Alncom shall use its reasonable endeavours to remedy any faults which significantly impair performance in so far as the same may be attributable to any aspect of the Service.

11.4 Line of Sight is required to provide the Service. Alncom shall not be liable for any obstructions to the Line of Sight that are beyond the control of Alncom.

11.5 **No Liability for Consequential Loss:** Neither party shall be liable in contract, tort or otherwise howsoever for any of the following losses or damage (whether or not such loss or damage was foreseen, foreseeable, known or otherwise): (a) loss of revenue (other than the Fees), (b) loss of actual or anticipated profits, (c) loss of contracts, (d) loss of the use of money, (e) loss of anticipated savings, (f) loss of business, (g) loss of opportunity, (h) loss of goodwill, (i) loss of reputation, (j) loss of, damage to or corruption of data, or (k) any indirect or consequential loss howsoever caused (including, for the avoidance of doubt, whether such loss or damage is of a type specified in sub-clauses (a) to (j) above) whether arising out of, or in connection with, or in relation to the Service or the supply or non-supply or purported supply or delay in supply of the Service or otherwise out of or in connection with or in relation to this Agreement or any transaction or matter contemplated by it.

11.6 **Customer Indemnity:** The Customer agrees to indemnify, and keep indemnified, Alncom on demand against and from all liabilities costs, fees, expenses and losses suffered by Alncom as a result of a breach by the Customer of its obligations under this Agreement.

## 12. SUSPENSION OF THE SERVICE

12.1 Without prejudice to its rights under Clause 13, Alncom will contact the Customer about disconnecting their service if the Customer hasn't paid a bill after twenty eight (28) days. Alncom will first offer the Customer the chance to pay through a repayment plan.

12.2 Should the Customer fail to comply with the terms of any agreed payment plan, Alncom reserves the right to exercise applicable sections of clause 14. Any disconnection of service shall remain in place pending remedy by the Customer of its breaches under this Agreement to the satisfaction of Alncom.

12.3 Alncom may suspend the Service immediately in any of the following circumstances:

- (a) where it is obliged to immediately suspend the Service in connection with any order, instruction or request of any government, governmental or regulatory organisation, emergency services or other competent authority;
- (b) in connection with the maintenance or upgrade of the Network. Alncom will use all reasonable efforts to provide the Customer with the maximum period of notice practicable; or
- (c) where it considers that there is or is likely to be a breach of security anywhere on the Network.

### 13. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of its obligations under this Agreement (other than a payment obligation on the part of the Customer under this Agreement) to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not limited to destruction arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire, explosion, earthquake and/or other seismic activity, acts of God, flood, drought or bad weather, the unavailability or other media or other acts or orders of any government department, council or other constituted body. If performance of a material obligation under this Agreement is prevented by any such event or circumstance for a continuous period of 45 days or more, then the party in whose for whose benefit the affected obligation would have been performed shall be entitled, by the giving of notice in writing to the other party, immediately to terminate this Agreement.

### 14. TERM AND TERMINATION

14.1 **Initial Period:** This Agreement shall commence on the Commencement Date and continue for an initial period of one year unless terminated sooner under Clause 14.4 (*early termination by Alncom*), or Clause 13 (*Force Majeure*).

14.2 **Cooling off period:** A contract will be treated as terminated if a customer sends written notice of cancellation during the 14-day cooling off period. This means that a notice of cancellation sent at any time during this period and including the 14<sup>th</sup> day.

The cooling off period starts from the day of installation. Day 1 of the 14-day cooling off period is the day after the contract is entered into and ends at on the 14<sup>th</sup> day at close of business. All equipment remains property of Alncom.

14.3 **Term following initial period:** Following the initial period described in Clause 14.1, this Agreement will continue in full force and effect for successive periods of 12 months each (each a "renewal period") until terminated or a disconnection fee is payable.

- (a) by either party, by the giving of not less than 30 days notice in writing to that effect to the other party (which notice may be given during the initial period described in Clause 14.1); or
- (b) under Clause 14.4 (*early termination by Alncom*), or Clause 13 (*Force Majeure*).

14.4 **Early termination by Alncom:** Without prejudice to any other remedies Alncom may have against the Customer, Alncom may terminate this Agreement with immediate effect, or with effect from such date specified in this Clause, by the giving of notice to that effect to the Customer where:

- (a) **non-payment:** the Customer fails to make any payment due from it to the Alncom under this Agreement within twenty eight business days of the due date (and no repayment plan has been agreed or the Customer has failed to comply with such payment plan);
- (b) **breach:** the Customer breaches or is in breach of any provision of this Agreement and, if capable of remedy, fails to remedy that breach within 30 days of being notified of the breach by Alncom;
- (c) **incorrect User Information:** if the Customer provides incorrect or false User Information; or
- (d) **insolvency event:** the Customer is, or is deemed for the purposes of any relevant law to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; or suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness; or any step (including the making of any proposal, the convening of any meeting, the passing of any resolution, the presenting of any petition or the making of any order) is taken with a view to a composition, assignment or arrangement with any creditors of, or the liquidation or dissolution of, that party; or any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrator, examiner or similar officer is appointed to or in respect of that party or any of its assets

14.5 **Consequences of termination:** Upon termination of this Agreement for any reason:

- (a) **suspension of the Service:** Alncom may suspend the Service forthwith without further notice;
- (b) **payment of outstanding Fees:** all Fees due to Alncom shall become immediately payable as a debt;
- (c) **return of Confidential Information:** the Customer shall, at the request of Alncom, deliver promptly to Alncom all Confidential Information in its possession or control;
- (d) **termination of licence:** the Software Licence shall terminate immediately;
- (e) **return of Equipment** the Customer shall cease to use the Equipment and shall return the Equipment together with all related materials certifying in writing to Alncom that this has been done. The Customer shall permit Alncom (or its agents) to enter any of the Customers premise's where the Equipment is in use to ensure that the provisions of this Clause 14 have been fully performed; and
- (f) **return of Software:** the Customer shall cease to use the Software and shall at Alncom's option return or destroy the Software and any materials or documentation relating to the Service together with all copies and all related materials (including, without limitation any CD's or tapes or information in electronic format which were delivered to the Customer) certifying in writing to Alncom that this has been done. The Customer shall permit Alncom (or its agents) to enter any of the Customers premises where the Software is in use to ensure that the provisions of this Clause 14 have been fully performed.
- (g) **Continuing Obligations:** The provisions of Clause 15 shall remain in force and be fully applicable in all circumstances in accordance with their terms and in particular shall not be discharged or affected by any breach or repudiation of this Agreement in each case whatever its nature or howsoever caused or arising or by any other matter, circumstance or thing whatsoever.

### 15. CONFIDENTIALITY

15.1 **Keep confidential:** The Customer undertakes to treat as and keep confidential all Confidential Information and shall not, without the prior written consent of Alncom, use, disclose, copy or modify the Confidential Information other than as necessary for the exercise of its rights, and performance of its obligations, under this Agreement.

15.2 **Notify misuse:** The Customer shall notify Alncom of any unauthorised use, disclosure, theft or other loss of the Confidential Information promptly upon becoming aware of it.

15.3 **Exceptions:** The provisions of Clauses 15.1 and 15.2 shall not apply to information that

- (a) which at the time of receipt by the Customer was in the public domain

- (b) was already lawfully in the possession of the Customer at the time of its receipt, without any restrictions on its disposal;
- (c) is disclosed to the Customer by a third party free from any obligation of confidence on that third party for the benefit of the disclosing party;
- (d) has, following its receipt by the Customer, entered the public domain through no act or default on the part of the Customer;
- (e) is by law or by any court or order of any governmental or regulatory authority required to be disclosed, to the extent of the relevant disclosure requirement;
- (f) but, for the avoidance of doubt:
  - (i) information shall not be deemed to be in the public domain, merely because its known to a limited number of third parties having experience in the relevant field; and
  - (ii) any combination of elements of information shall not be deemed to be in the public domain, merely because individual elements of that combination are in the public domain.

15.4 **Mandatory Disclosure:** If the Customer is required by law or by any order of any court or governmental or regulatory authority to disclose the Confidential Information, it shall promptly notify that Alncom of receipt of notice of that requirement and, at the request and cost of Alncom will assist it in opposing any such disclosure.

## 16. ASSIGNMENT

16.1 The Customer may not assign, sublicense or transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any right, title or interest (including, without limitation, any security interest and any beneficial interest under any trust) in, to or under, any of its rights under this Agreement.

16.2 Alncom may at any time transfer all or any of its rights, benefits and obligations under this Agreement to a Transferee by notice in writing to the Customer ("**Transfer Notice**") in which event, on the date specified in such Transfer Notice:

- (a) to the extent that in such notice Alncom seeks to transfer its rights, benefits and obligations under this Agreement, the Customer and Alncom shall be released from further obligations towards one another under this Agreement and their respective rights to one another shall be cancelled;
- (b) the Customer and the Transferee shall assume obligations towards one another and/or acquire rights against one another which differ from such discharged rights and obligations only insofar as the Customer and the Transferee have assumed and/or acquired the same in place of the Customer and Alncom; and
- (c) the Transferee shall become a party to this Agreement.

## 17. GENERAL

17.1 **Further Assurance:** Each party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

17.2 **No Partnership or Agency:** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the parties, and neither of the parties shall have any right or authority to act on behalf of the other or to bind the other in any way.

17.3 **Notices:** All notices under, or in connection with, this Agreement will, unless otherwise stated, be given in writing by letter or by facsimile. Any such notice is deemed effectively to be given as follows:

- (a) if by letter, 72 hours after posting;
- (b) if by facsimile, upon receipt by the transmitting party of a transmission report confirming successful transmission of all pages comprised in the notice in question;

and the address, facsimile and telephone numbers of the parties for the purpose of the giving of notices under this Agreement those set out in the Quote or such other details which either party may notify to the other in accordance with this provision from time to time.

17.4 **Severability:** If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

### 17.5 Entire Agreement:

- (a) This Agreement, the Quote and the Acceptable Usage Policy contain the sole and entire agreement between the parties in relation to its subject matter, and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any).
- (b) Each party acknowledges that it is not relying, and will not seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this Agreement.
- (c) For the avoidance of doubt, nothing in this Clause 17.5 shall be construed as excluding liability for fraud or liability for death or injury caused by the negligence of either party.

17.6 **Waivers, Rights Cumulative:** Each of the rights of each party under this Agreement may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that party may have under this Agreement, law or otherwise; and may be waived only in writing and specifically. Delay by a party in exercising, or the non-exercise by a party of, any such right will not constitute a waiver of that right.

## 18. LAW AND JURISDICTION

18.1 This Agreement shall be governed by and construed in accordance with the laws of England.

18.2 The courts of England shall have exclusive jurisdiction over all disputes arising between the parties in connection with this Agreement.

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# ALNCOM Acceptable Usage Policy

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## Introduction

Alncom's relationship with its customers, other networks, and ultimately its connectivity to the rest of the internet, require its customers to behave responsibly. Accordingly, Alncom cannot permit irresponsible behaviour by its customers, which could damage these relationships, the Alncom network or the use and enjoyment of the internet by others.

In addition to the customer's own actions it is the customer's responsibility to ensure that their network is configured in a secure manner. A customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A customer may not permit their network, through action or inaction, to be configured in such a way that it gives a third party the capability to use their network in an illegal or inappropriate manner.

Compliance with this Acceptable Use Policy is a contractual requirement. If you fail to do so, your service may be suspended or terminated.

## Acceptable Use

### Alncom Network Equipment

You must not tamper with, reset or attempt to access Alncom network equipment.

### Illegal Activities

You must not, by using the service, possess or transmit illegal material. You should be aware that as the internet is a global network, some activities/material which may be legal in the UK, may be illegal

elsewhere in the world and vice versa. When you visit a website, a copy of the visited pages is stored on your pc in the web browsers' cache files. Storage of illegal material in this way may well be a criminal offence, as well as contravening this Acceptable Use Policy.

You must not, by using the service, possess or transmit material in breach of the terms of its copyright. Any of the following activities may be illegal and therefore not permitted on the Alcom Network:

- Copying and sharing images, music, movies, television shows or other copyrighted material through the use of P2P technology
- Purchasing copyrighted material and then making copies for others
- Downloading anything of which you don't legally own a copy of (software, MP3s, movies, television shows, etc.)

If you are in any doubt as to the legality of anything, before proceeding take independent legal advice.

You must not gain or attempt to gain unauthorised access to any computer systems for any purpose, including accessing the internet. As well as being in breach of your contract for the particular service, such hacking or attempted hacking is a criminal offence.

### Forging Addresses and Spoofing

You must not; add, remove, or modify identifying network header information ("spoofing") or attempt to impersonate any person or piece of equipment by using forged headers or other identifying information.

You must not send data via the internet which has forged addresses or which is deliberately constructed to adversely affect remote machines.

You must not configure your pc as an open relay system.

### Port Scanning

You must not run "port scanning" software which accesses remote machines or networks, except with the explicit prior permission of the administrator or owner of such remote machines or networks. This includes using applications capable of scanning the ports of other internet users. If you intend to run a port scanning application, you must provide Alcom with a copy of either a contract with or the written consent authorising the activity received from the target of the scan. This must be supplied to Alcom prior to the application being run.

### Spam or Unsolicited Email

You must not send or allow a third party to send anonymous bulk e-mailings through either action or inaction.

If we receive any complaints from recipients or other third parties, or any mailing causes technical problems on our systems, we may take further action to stop this happening again. This may involve the termination specific ports that are being used by the sender and may occur without notice.

In the event that we are alerted to anyone sending bulk e-mails, we will generally attempt to make contact with the senders to discuss appropriate actions but we reserve the right to suspend without notice or terminate the accounts of any clients involved in these activities.

We recommend that anybody undertaking any kind of bulk mail has a data protection statement on their Website explaining how the company fulfils their obligations in terms of the Data Protection Act.

## Trolling

Alncom is committed to making the internet a safer and friendlier place for all users. Customers who engage in abusive behaviour; "Trolling" will be notified that their behaviour is unacceptable and may have their accounts suspended or terminated.

## Due Diligence

We strongly recommend against, and additional care must be taken, if running an "Open Proxy Server" as this can allow other users of the internet to exploit your internet connection, and use it as if it were their own. For example, an external user could access your local network and send unsolicited e-mails that would appear to come from you.

In severe cases, including "denial of service" (DoS) attacks originating from your network, against another network host or individual user, your service may be suspended without prior notice and if repetitions occur through actions or inactions may be terminated.

## What actions will Alncom Take?

Compliance with this Acceptable Use Policy is a contractual requirement. If you fail to do so, your service may be suspended without prior notice or terminated. Alncom may operate systems to ensure compliance with this AUP, including without limitation port scanning and testing of open servers and mail relays.

## Account Restoration

A suspended account may be restored at Alncom discretion, upon receipt of a written undertaking by the abuser not to commit any future "abuse". All cases are, however, considered by Alncom on their individual merits.

It is your responsibility to protect your local network from access or infection through adequate passwords, firewalls and antivirus. You must not allow any activities, which adversely affect the ability of other people or systems to use Alncom's services or the internet, from a device connected to your network.

You must not use Open DNS resolvers; these can be used to amplify attacks within Alncom's network.

