

**Hi Speed Wireless Broadband Ltd Internet Service
Terms and Conditions**

Unit 25, Waterford Business Park, Cork Road, Waterford.

Customer Number _____

Wi-Fi Password _____

This contract runs for 12 months, after which time it will be automatically renewed for a rolling 30 day period. Service can be cancelled by the customer after this period with notification to us of no less than 30 days in advance. The contract commences on the date of installation. We reserve the right to cancel service if the customer breaks any of the terms and conditions below. If for whatever reason the contract is broken, the outstanding months service rental become due immediately.

Obligations:

All subscribers must have up to date virus protection and anti spyware software running on all computers connected to the network. We recommend Malwarebytes from malwarebytes.org and Ccleaner from piriform.com.

If any virus activity is detected from your connection, address the system will automatically block your access. Access will be restored when the virus activity ceases.

You are not permitted to use the network for illegal activities. The network operates a "Fair Usage Policy", see later.

Recommendations:

It is recommended that all users have a hardware or software firewall in place when using the network.

Installation:

Standard installation includes the installation of a wireless client unit connected to your computer's network port and attached to the exterior of the building in a position suitable for signal reception, as close as possible to a building entry point and the PC to which it is to be connected. Subscribers whose PC does not have a network port may have a network card fitted at the time of installation, at additional cost.

Hi Speed Wireless Broadband Ltd reserves the right to charge additional sums to cover installations not conforming to the above specification, at our discretion.

The installation fee covers installation only; all external equipment remains the property of Hi Speed Wireless Broadband Ltd, (including any connected internal power supplies) except any 'extra' items purchased at the time of installation.

Hi Speed Wireless Broadband Ltd retains the right to enter the customer's premises at any reasonable time to access this equipment for maintenance or retrieval.

Installations must be paid for in full upon completion.

Support:

The Hi Speed Wireless Broadband support number is 051 582150. No other numbers

should be used. Should this number change, subscribers will be notified. Speed changes are inherent with any wireless service and as such should not be reported as a fault. Total loss of service should however be reported; this will be investigated by Hi Speed Wireless Broadband Ltd staff and rectified as soon as possible. If the cause of the loss of service transpires to be caused by the subscriber in any way, whether by altering configurations, physical placement or connection of equipment, a charge may be made for its repair.

If service fails for more than 5 working days, those days can be credited to the subscriber's account on written request.

Hi Speed Wireless Broadband Ltd cannot be held responsible for any loss or damage which may occur as a result of decline or failure of the broadband service.

Speeds are 'up to' and may fall during peak periods, or due to local interference. If requested, a customer can ask to be downgraded to a lower service at a lower monthly charge, rates on request.

Fair Usage Policy:

Hi Speed Wireless Broadband broadband is made available at a reasonable cost based on the principle of sharing resources among subscribers; the resources being the wireless connection and shared bandwidth.

To ensure that all customers of Hi Speed Wireless Broadband Ltd have an enjoyable experience while using the Internet, we apply a Fair Usage Policy (FUP) while maintaining the unlimited aspect of the service. Fair usage data consumption is defined as 20GB per day upload and download, exceeding this may result in download speed slowing down until midnight. Usage between midnight and 6am does not count towards the 20GB FUP.

Hi Speed Wireless Broadband Ltd defines *unlimited access* for the Fixed Wireless Broadband Internet service as being on the Internet as often as you want, for as long as you want, provided that you are actually sitting in front of the computer and actively using the service, within the same household. Under this definition, you should not also share the bandwidth with other users and should never download and/or distribute copyrighted material without the permission of the owner(s). 'Torrent' based and other peer to peer networking services that facilitate illegal downloading are not permitted and may not work with the Hi Speed Wireless Broadband service.

Acceptable download and upload limits are defined by your impact on the network and thus everyone else's ability to enjoy a fast reliable service. Browsing the internet is acceptable. Constantly downloading data at your maximum download speed is most definitely not acceptable.

In this sense, Hi Speed Wireless Broadband tracks internet bandwidth use (capacity, not content) to ensure that acceptable limits are not exceeded by a given amount during a subscription cycle. We reserve the right to limit or throttle users who exceed fair usage data amounts

If it is seen that you are abusing the service we reserve the right to limit a subscriber's bandwidth as we see fit, or in extreme cases disconnect the service altogether.

Cancellation

Requests for cancellation or cessation of service must be submitted to Hi Speed Wireless Broadband no less than 30 days in advance. Hi Speed Wireless Broadband reserves the right to receive payment to cover service provided during this period. It is the customer's responsibility to cancel the standing order being used for payment. If this is not done, Hi Speed Wireless Broadband will return any payments received after 1 month, subject to an administration fee of 30 euro per transaction.

The customer agrees that after cessation of service, for whatever reason, Hi Speed Wireless Broadband may enter the customer's property at any reasonable time to retrieve equipment belonging to Hi Speed Wireless Broadband.

When using Hi Speed Wireless Broadband :

You must take all reasonable precautions to ensure that no one (including you) uses the service:

- (i) Fraudulently or in connection with a criminal offence;
- (ii) To send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, illegal, or in breach of copyright, confidence, privacy or any other rights;
- (iii) To cause annoyance, inconvenience or needless anxiety to, or breach the rights of any other person;
- (iv) To 'spam' or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (v) In an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policies;
- (vi) In a way that does not comply with any instructions that we have given you.

The service allows you to access the internet. The internet is separate from the service and use of the internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the internet. By subscribing to this service you are agreeing to accept the terms of the fair use policy and also take responsibility for all liabilities, claims and losses which are in any way connected with your misuse of the service. revd