

TERMS AND CONDITIONS FOR USE OF THE WEST BERKSHIRE COMMUNITY BROADBAND SERVICE

These Terms Of Service And Acceptable Use Policies ("Terms and Conditions") are an essential part of your relationship with West Berkshire Community Broadband Limited. Throughout this document "West Berkshire Community Broadband" is synonymous with "West Berkshire Community Broadband Limited". By using your West Berkshire Community Broadband account, you agree to all of the Terms and Conditions set out in this document.

General Terms and Conditions. West Berkshire Community Broadband is a private company providing a commercial gateway to the Internet. West Berkshire Community Broadband's equipment and facilities may be used to send electronic mail, conduct commercial transactions, access the World Wide Web, newsgroups and private networks, engage in on-line chat sessions, transfer files, enjoy audio and video programming, and otherwise participate in all legal aspects of the Internet (these uses are referred to in this document as "the Service"), subject to these Terms and Conditions.

The Service is provided to authorised persons or organisations (referred to in this document as "Subscriber" or "you"). Any use of the service is subject to any restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions, you must cancel your account immediately and may not thereafter use, or attempt to use the Service.

West Berkshire Community Broadband grants you a non-exclusive right to access, use and display the Service on any computers or other electronic display devices of which you are a primary user. You may not assign, sub-license or transfer any rights or obligations of the Service without the express written consent of West Berkshire Community Broadband.

Coverage. If you are an individual Subscriber, these Terms and Conditions apply to all persons who gain access through your account. If you are a commercial Subscriber, these Terms and Conditions apply to all your employees, agents and/or customers. In either instance, a violation of these Terms and Conditions by anyone using your account will be treated as a violation by you.

Payment. If you fail to pay for your account within 5 days from when settlement is due West Berkshire Community Broadband may without further notice terminate your account. Termination does not remove your responsibility to pay all fees incurred up to the date that West Berkshire Community Broadband terminates your account. If West Berkshire Community Broadband incurs any fees or costs in collecting any past-due amounts, including legal costs of fees from a collection agency, those fees and costs will be added to the amount you owe. Should you wish to resume service after termination of your account, you will need to initiate a new account, which will result in a further Initial Account Set-up Fee.

Term. The Service is provided to you on a month-to-month basis, with an initial mandatory 12-month subscription. After twelve months has elapsed, West Berkshire Community Broadband must receive written notice of termination (which may be by first-class mail or by e-mail) from you at least 14 days prior to the end of your monthly billing period, or the Service will be provided and charged to you for the following month. Termination at any point during a billing period does not entitle you to a refund of any payment already made to West Berkshire Community Broadband for that billing period.

Security. You agree not to access or attempt to access private areas of the Service. You agree to notify West Berkshire Community Broadband as soon as you become aware of an unauthorised use of your account and/or any breach or attempted breach of security on the Service.

Ownership of Equipment. The Service may be provided using equipment installed at your premises by West Berkshire Community Broadband. This equipment remains the property of West Berkshire Community Broadband and must be returned if the Service is terminated.

Provision of Service. West Berkshire Community Broadband does not guarantee to provide the Service ordered by the subscriber. This may be because of radio connection problems or other reasons. If West Berkshire Community Broadband does not provide the Service then all monies paid by the subscriber will be refunded.

In order to subscribe to the service you must be at least 18 years of age and resident in the United Kingdom.

West Berkshire Community Broadband is not responsible for any sites, goods or services offered or made available on the Internet provided by third parties.

West Berkshire Community Broadband reserves the right to restrict the data throughput or impose daily data limits by subscriber, IP address, protocol, port number or any other method in order to protect the integrity of the network.

Security. You must provide accurate information when registering for the service and must inform West Berkshire Community Broadband of any changes to that information.

The Service, like other Internet applications, is not secure and West Berkshire Community Broadband does not guarantee to prevent or detect any unauthorised attempts to use the Service.

Force Majeure. Neither party will be liable to the other for any failure to deliver the Internet Access Services or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such party, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation or national or local emergency. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this Agreement on notice in writing to the other party.

Assignment. We may assign, sub-contract or otherwise deal with our rights or obligations under this agreement without giving you notice beforehand. You may not assign, sub-contract, sell or transfer your rights or obligations under this agreement.

Liability. You agree that use of the service is at your own risk. Except for information, products, or services clearly identified as being supplied by West Berkshire Community Broadband, neither West Berkshire Community Broadband nor any of its affiliates controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the Service. West Berkshire Community Broadband neither endorses nor is responsible for the accuracy of third-party material(s), and you agree that West Berkshire Community Broadband is not responsible for any loss or damage caused by your use of, or reliance on, such material(s). You agree to indemnify and hold harmless West Berkshire Community Broadband and its officers, directors, employees, and other customers and subscribers from any claims, losses, costs, liability, damages or expenses arising out of the use of the Service. <

You understand and agree that you have sole responsibility for your posting of any information or material to any site or newsgroup on the Internet, including, but not limited to, postings to Web sites, postings to newsgroups, and participation in any on-line chat sessions. You agree to indemnify and hold harmless West Berkshire Community Broadband and its officers, directors, employees, and other customers and subscribers from and against any claims, losses, costs, liability, damages or expenses arising out of your postings.

You agree that, should you use the Service to send or receive voice or video communications, West Berkshire Community Broadband is not acting as a Public Telecommunications Operator, that there is no representation made by West Berkshire Community Broadband as to the suitability of the Service for such use, and that all risk of connection, transmission quality, and

accuracy of communications is solely yours, and that West Berkshire Community Broadband has no liability of any sort for the failure or lack of quality of such use of the Service.

You agree to be liable for any damages or loss of service which results in damages to West Berkshire Community Broadband as a result of any spamming or other violations of the West Berkshire Community Broadband Policies. These damages include, but are not limited to, system shut downs, retaliatory attacks, or data flooding, and loss of peering arrangements. You agree that West Berkshire Community Broadband may pursue any such claims against you in court. <

You agree that in no event will West Berkshire Community Broadband have any financial liability to you.

Warranty. West Berkshire Community Broadband makes no express or implied warranties, including warranties of title, non-infringement, and warranties of merchantability or fitness for a particular purpose, regarding the service, or any software or other material available through the Service, regardless of what you may have told West Berkshire Community Broadband about your intended use of the service. No verbal advice or information given by West Berkshire Community Broadband, or its employees shall create a warranty, or otherwise alter the provisions of this section.

The Service and any software provided to you by West Berkshire Community Broadband is provided on an "as is, as available" basis; West Berkshire Community Broadband does not warrant that they will be error-free and/or uninterrupted, or that defects will be corrected.

West Berkshire Community Broadband does not guarantee the security or back-up of any of your data which may be transmitted via the service, nor does West Berkshire Community Broadband guarantee the safety or security of your computer, its data, or its connections to West Berkshire Community Broadband or any other network.

Content. You understand and agree that information and access available through the Service may include controversial, or other material that may be offensive to you or users for whom you are responsible. West Berkshire Community Broadband has no responsibility for or control over such materials, and you take sole responsibility for using any available screening software, or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.

Dial-up Connection. West Berkshire Community Broadband does not provide any dial-up connectivity in association with the Service.

Privacy. West Berkshire Community Broadband commits to follow the controlling UK laws respecting Subscriber privacy and data access. West Berkshire Community Broadband will not provide names, addresses, telephone numbers, e-mail addresses, or other personally identifiable information on any Subscriber to any third party without prior permission from that Subscriber, or as required under an appropriate court or administrative directive, including a valid court summons, or as necessary to render the Service. West Berkshire Community Broadband may provide aggregate data on Subscribers to third parties in the operation of West Berkshire Community Broadband's business.

You agree that West Berkshire Community Broadband has the right to monitor or log your use of the Service solely as a means of protecting its investments, customers, the Service, and / or to assist law enforcement agencies--without your prior approval, knowledge, or consent.

Disputes. You agree that any dispute between you and West Berkshire Community Broadband arising out of your use of the Service in any way based upon your subscription to and/or use of the Service which cannot be resolved between you and West Berkshire Community Broadband will be submitted by the aggrieved party for binding arbitration under the auspices of the Arbitration Act. Any demand for arbitration under this Section must be filed with the British

Chambers of Commerce in England. The arbitration must be held in England, and the arbiter must be a person with experience in online services operation.

Governing Law. These Terms and Conditions are governed in all respects under the laws of England

Amendments. These Terms and Conditions may be amended in any respect at any time by West Berkshire Community Broadband upon the posting of the amended Terms and Conditions on the West Berkshire Community Broadband Web Site. Your continued use of the Service will be deemed consent to any such amended Terms and Conditions. If you do not wish to continue to use the Service as a result of any such amended Terms and Conditions, you may provide notice of your wish to terminate your use of the Service to:

West Berkshire Community Broadband Limited
9 Sulhamstead Hill
Sulhamstead
RG7 4DE

West Berkshire Community Broadband Limited

ACCEPTABLE USE POLICIES

Grounds for Suspension and Termination. You agree to comply with the West Berkshire Community Broadband Policies, as well as the applicable rules, regulations and policies of any network, accessed through the Service. Any violation of these Policies may serve as cause for West Berkshire Community Broadband to suspend or terminate your account. You agree that West Berkshire Community Broadband has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:

Using the Service in a way which constitutes violation of any applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law);

Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including, but not limited to, sending of unsolicited bulk e-mail ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity;

Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to you;

Excessively using the Service in such a way as to limit the bandwidth available to others.

Using the Service to operate server programs, including, but not limited to mail servers, IRC servers, game servers, ftp servers, Web servers, or streaming audio/video servers, without prior approval.

Using the Service to promote or solicit competing Internet services;

Using the Service for unauthorised relays through any third party systems;

Attempting, in any way, to interfere with or deny service to any user, or any host on the Internet;

Using the Service for mail-bombing, which includes any instance where multiple messages are

sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional;

Attempting to cancel, supersede, or otherwise interfere with e-mail or USENET posts other than your own;

Engaging in harassment, whether through language, frequency, or size of messages;

Using the Service to engage in SYN flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes, or totally disables functionality of the recipient system(s), or any other methods of denial-of-service (DoS) attacks;

Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent payment information;

Showing suspected signs of system compromise, misconfiguration, or similar unusual activity, as deemed or determined by West Berkshire Community Broadband personnel, that may disrupt or have the potential to disrupt the Service for West Berkshire Community Broadband and / or its customers (e.g. replicating, or reproducing Internet worm traffic, email viruses, distributed DoS attacks, etc.).

Providing a mechanism, either intentionally or unintentionally, that allows unauthorised users to access the Service, or similarly attempting to bypass the restrictions of these Terms and Policies.

No credit will be given for a period of suspension. In the event of termination of your use of the Service under this section, West Berkshire Community Broadband may at its sole discretion retain any or all amounts you have paid for use of the Service as liquidated damages for your actions.

If you knowingly send unsolicited Bulk E-mail ("spam"), in addition to the termination of your account, West Berkshire Community Broadband will charge you £100 per hour cleanup fee for the time spent by its employees or agents in removing the effects of your actions from its servers and the computers of other subscribers.

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RG7 4DE