Part B Additional Terms for the Provision of Specific hSo Services

The following terms relate only to the hSo(s) to which they specifically refer, and apply supplementarily to the General Terms and Conditions, which will prevail to the extent of any inconsistency.

32.1 Where you take the hSo: Connect service, you shall be considered to be the owner of the equipment, including but not limited to the telephone, network router and any telephone line equipment, that is connected to this service. We are not responsible for any loss or damage to your equipment, including but not limited to connection charges caused by the equipment you use, or for any damage to your telephone lines. In addition, there will be no refund for any connection charges for equipment you have connected to the service which is considered defective or damaged, or in the event that you elect to discontinue the service.

33.0 hSo: Connect

(d) Notwithstanding payment of any connection fee, if any number is not connected and mapped to an unused customer number by NTS within 90 days of the date of this Agreement, the Customer shall not be entitled to be refunded any connection fee.

(c) NTS services are only available where the terminating agent is a UK based geographic PSTN number.

30.0 Media Management

32.0 Service Interruptions

30.12 Media Management of Nominet Transferred Domains

The Customer shall have the right to request, at any time, that hSo delivers media containing domain name registration data. Such media shall be delivered to the Customer to be kept for as long as the Customer’s registration of the domain name continues. The Customer acknowledges and agrees that any such data shall be delivered to the Customer for the Customer’s own use and hSo shall not have any liability or responsibility for any use by the Customer of such data.

33.4 You will report all problems with your service to us within a reasonable time frame and you shall cooperate with us in attempting to correct any problems.

30.12 You agree that hSo will deliver, in accordance with the RIPE policy process, for the continued use of the IP addresses in the manner as contemplated in this clause 30.12, additional IP addresses which will be available for the Customer’s use as and when they become available. The Customer agrees that hSo’s right to provide such additional IP addresses is subject to the Customer’s then current agreement with the RIPE NCC that it will include and accept to be bound by the RIPE policy process. The Customer further agrees that it shall not use, or require hSo to use, any additional IP addresses obtained via the RIPE policy process in violation of the RIPE policy process.

32.2 hSo is not responsible for any loss or damage to your equipment, including but not limited to connection charges caused by the equipment you use, or for any damage to your telephone lines. In addition, there will be no refund for any connection charges for equipment you have connected to the service which is considered defective or damaged, or in the event that you elect to discontinue the service.

34.5 You agree not to replace, You will receive a security audit every six months, to ensure any changes you make between now and the time of your next audit are in accordance with the Environmental Controls and Power Usage Policy.

33.1 You hereby warrant that you will not without our prior consent while the Agreement is in effect, take any action to switch to another IP address supplier and you will be responsible for any action you take which is not in accordance with the provisions of this Agreement.

34.1 all claims, including without limitation claims against hSo by Customer’s employees or customers employees or agents, employers, contractors, subcontractors, suppliers, invitees, and representatives from and against any and all third parties to whom or against whom hSo is made liable or is responsible, by virtue of this Agreement or otherwise, shall be the responsibility of you and you hereby agree to indemnify us against all such claims, losses, damages, costs and expenses, including reasonable attorneys’ fees and expenses brought by or on behalf of any such third party to whom or against whom hSo is made liable or is responsible.

33.1 We will provide you with advance notice of any change which may affect your current usage charges for the hSo Service(s). You shall have the right to disconnect and return the hSo Service(s) if the changes are not acceptable to you. If you fail to provide such notice within the time allowed, then the changes will be considered accepted by you. If you subsequently decide to discontinue your use of the hSo Service(s), such decision shall be considered a material breach of this Agreement. In such event, we will immediately cease providing the hSo Service(s) to you and will require you to disconnect and return the hSo Service(s).

33.0 Equal Protection and Freedom of Contract

40.0 Data Sharing

30.12 Media Management of Nominet Transferred Domains

The Customer shall have the right to request, at any time, that hSo delivers media containing domain name registration data. Such media shall be delivered to the Customer to be kept for as long as the Customer’s registration of the domain name continues. The Customer acknowledges and agrees that any such data shall be delivered to the Customer for the Customer’s own use and hSo shall not have any liability or responsibility for any use by the Customer of such data.

30.12 You agree that hSo will deliver, in accordance with the RIPE policy process, for the continued use of the IP addresses in the manner as contemplated in this clause 30.12, additional IP addresses which will be available for the Customer’s use as and when they become available. The Customer agrees that hSo’s right to provide such additional IP addresses is subject to the Customer’s then current agreement with the RIPE NCC that it will include and accept to be bound by the RIPE policy process. The Customer further agrees that it shall not use, or require hSo to use, any additional IP addresses obtained via the RIPE policy process in violation of the RIPE policy process.

32.2 hSo is not responsible for any loss or damage to your equipment, including but not limited to connection charges caused by the equipment you use, or for any damage to your telephone lines. In addition, there will be no refund for any connection charges for equipment you have connected to the service which is considered defective or damaged, or in the event that you elect to discontinue the service.

34.5 You agree not to replace, You will receive a security audit every six months, to ensure any changes you make between now and the time of your next audit are in accordance with the Environmental Controls and Power Usage Policy.

33.1 You hereby warrant that you will not without our prior consent while the Agreement is in effect, take any action to switch to another IP address supplier and you will be responsible for any action you take which is not in accordance with the provisions of this Agreement.

34.1 all claims, including without limitation claims against hSo by Customer’s employees or customers employees or agents, employers, contractors, subcontractors, suppliers, invitees, and representatives from and against any and all third parties to whom or against whom hSo is made liable or is responsible, by virtue of this Agreement or otherwise, shall be the responsibility of you and you hereby agree to indemnify us against all such claims, losses, damages, costs and expenses, including reasonable attorneys’ fees and expenses brought by or on behalf of any such third party to whom or against whom hSo is made liable or is responsible.

33.1 We will provide you with advance notice of any change which may affect your current usage charges for the hSo Service(s). You shall have the right to disconnect and return the hSo Service(s) if the changes are not acceptable to you. If you fail to provide such notice within the time allowed, then the changes will be considered accepted by you. If you subsequently decide to discontinue your use of the hSo Service(s), such decision shall be considered a material breach of this Agreement. In such event, we will immediately cease providing the hSo Service(s) to you and will require you to disconnect and return the hSo Service(s).
Part C Abusive site visits
40.0 We reserve the right to use an Abuse Visit Charge in the following circumstances:
(a) when our engineers attend an incorrect address provided by you, your agent or representative;
(b) when our engineers arrive at the installation at the address provided by you, but you no longer want the installation completed;
(c) when our engineers are refused entry to your address, or re access can be gained at the time agreed between you and us;
(d) when the site for installation does not meet the criteria specified by us as requirements for installing the Service(s) (e.g. minimum space requirements, availability of power etc.);
(e) when you report a fault, and our engineers attend the appropriate address and discover the fault is not yours or as alleged;
(f) when requests are made by you or your representatives, and following your request for an engineer visit, we cannot confirm the existence of the reported fault.

Part D Billing Configuration and Changes
41.0 The configuration and the fee of Service(s) is standardised at the time of signing the first invoice for Service(s) under an Order when you are already receiving services from an in respect of other devices and so no instructions have been received by you for the new Service(s). Billing will be adjusted for existing services at the time the final account configuration thereof. Where you have supplied us with billing codes prior to signing the first invoice under an Order, these will appear on the invoice. Where you subsequently require changes to the format or configuration of invoices, an administrative charge will be invoiced in accordance with our prevailing rates at the time you request the change(s) to be made.

Part E Acceptable Use Policy (AUP)
42.0 This AUP sets out the rules and conditions that you must comply with when using any of the Service(s) we supply to you. By accepting our General Terms and Conditions, you agree to be bound by our fair usage policy for broadband access and services. We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this AUP.

General
42.1 This AUP is made up of the following paragraphs, each of which may only be used for legal activity that is in furtherance of your business aims, subject to payment by you of the appropriate charges.

Acceptable Use
42.2 You may use the following paragraphs, our Service(s) to facilitate, publish send or cause to be sent or forwarded:

(a) for accessing, retrieving, creating, displaying, transmitting, storing or otherwise treating (other than for properly supervised and lawful research purposes) images, text, data or other material capable of being viewed into such images, text, data, material, or sounds (including voice traffic) which is obscene, indecent, abusive, menacing or otherwise objectionable;
(b) for creating, altering or attempting to create, false or real calls to emergency services;
(c) for transmitting or attempting to transmit any material in violation of export control legislation or regulation;
(d) for creating, transmitting or storing defamatory, slanderous or libelous material;
(e) for transmitting, using, making available, copying, broadcasting, storing or publishing in whatever form any data, information, material or statement which infringes the intellectual property rights of any person or legal entity;
(f) for transmitting unsolicited commercial or advertising material in breach of the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998 or any other applicable regulation and legislation;
(g) for transmitting unsolicited advertising or spam (i.e. unsolicited bulk e-mail) in breach of the Electronic Communications Privacy and Electronic Communications Regulations 2003 or any other applicable regulation and legislation;
(h) for attempting or exploiting vulnerabilities access, or exploiting a breach in the security barriers of other machine resource or networks, or interfering with any user, host or network (referred to as “Denial of Service” or “DoS” attack), network scan or other possible hacking activities without the prior consent of the owner of the machine, resource or network;
(i) for using, interfering with or otherwise impairing the security of any other user of our systems or networks, such as for the destruction of your work;
(j) at any instance when such misuse is likely to cause damage or injury to persons, property or business may occur if any such access is, and you assume all risk for such access;
(k) in any way that, in our reasonable opinion, is likely to affect the quality of any Service(s) we supply to you or to others;
(l) at any instance when we suspect such misuse may occur if such access is, and you assume all risk for such access;
(m) to facilitate, publish send or cause to be sent or forwarded.

Unacceptable Use
42.3 If your Service(s) may include use:

(a) of services which are unlawful or for which you have no right or permission to use or publish or otherwise treat, including where mailboxes receive large volumes of undeliverable mail and/or have forwarders set to such mailboxes receive large volumes of undeliverable mail and/or have forwarders set to
(b) of software, programs, or any content which infringes the intellectual property rights of others;
(c) of any Service(s) we supply to you or to any other user of our systems or networks, which is the repeated target of a Denial of Service/DoS attack or other similar attack;
(d) of any software or application which has not been properly licensed or has not been properly obtained;
(e) of any software or application which has not been properly obtained;
(f) of any software or application which has not been properly obtained;
(g) of any software or application which has not been properly obtained;
(h) of any software or application which has not been properly obtained;
(i) of any software or application which has not been properly obtained;
(j) of any software or application which has not been properly obtained;
(k) of any software or application which has not been properly obtained;
(l) of any software or application which has not been properly obtained;
(m) of any software or application which has not been properly obtained;
(n) of any software or application which has not been properly obtained;
(o) of any software or application which has not been properly obtained;
(p) of any software or application which has not been properly obtained;
(q) of any software or application which has not been properly obtained;
(r) of any software or application which has not been properly obtained;
(s) of any software or application which has not been properly obtained;
(t) of any software or application which has not been properly obtained;
(u) of any software or application which has not been properly obtained;
(v) of any software or application which has not been properly obtained;
(w) of any software or application which has not been properly obtained;
(x) of any software or application which has not been properly obtained;
(y) of any software or application which has not been properly obtained;
(z) of any software or application which has not been properly obtained;

Part F Fair Usage Policy
43.0 By Accepting our General Terms and Conditions, you agree to be bound by our fair usage policy for broadband access and services. We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this fair usage policy.

General
43.1 This Policy is created to ensure that your broadband service (High Speed Office, FTTx) is fair and reliable where you use it. Some of our broadband customers want peer-to-peer technology (P2P) for file sharing software which allows users to download large files including music and video on a daily basis. This file sharing technology uses lots of broadband leaving less available for you and other users which results in much slower service especially at peak times. You are unable to be affected by this policy if you are not using the file sharing software or downloading large files. Highspeed Office feels your usage is heavy or excessive especially at peak times of the day, Highspeed Office may do

Acceptable Use
43.2 This Product is designed to ensure that your broadband service (High Speed Office, FTTx) is fair and reliable where you use it. Some of our broadband customers want peer-to-peer technology (P2P) for file sharing software which allows users to download large files including music and video on a daily basis. This file sharing technology uses lots of broadband leaving less available for you and other users which results in much slower service especially at peak times. You are unable to be affected by this policy if you are not using the file sharing software or downloading large files. Highspeed Office feels your usage is heavy or excessive especially at peak times of the day, Highspeed Office may do

Unacceptable Use
43.3 If your Service(s) may include use:

(a) for accessing, retrieving, creating, displaying, transmitting, storing or otherwise treating (other than for properly supervised and lawful research purposes) images, text, data or other material capable of being viewed into such images, text, data, material, or sounds (including voice traffic) which is obscene, indecent, abusive, menacing or
(b) for creating, altering or attempting to create, false or real calls to emergency services;
(c) for transmitting or attempting to transmit any material in violation of export control legislation or regulation;
(d) for creating, transmitting or storing defamatory, slanderous or libelous material;
(e) for transmitting, using, making available, copying, broadcasting, storing or publishing in whatever form any data, information, material or statement which infringes the intellectual property rights of any person or legal entity;
(f) for transmitting unsolicited commercial or advertising material in breach of the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998 or any other applicable regulation and legislation;
(g) for transmitting unsolicited advertising or spam (i.e. unsolicited bulk e-mail) in breach of the Electronic Communications Privacy and Electronic Communications Regulations 2003 or any other applicable regulation and legislation;
(h) for attempting or exploiting vulnerabilities access, or exploiting a breach in the security barriers of other machine resource or networks, or interfering with any user, host or network (referred to as “Denial of Service” or “DoS” attack), network scan or other possible hacking activities without the prior consent of the owner of the machine, resource or network;
(i) for using, interfering with or otherwise impairing the security of any other user of our systems or networks, which is the repeated target of a Denial of Service/DoS attack or other similar attack;
(j) at any instance when such misuse is likely to cause damage or injury to persons, property or business may occur if any such access is, and you assume all risk for such access;
(k) in any way that, in our reasonable opinion, is likely to affect the quality of any Service(s) we supply to you or to others;
(l) at any instance when we suspect such misuse may occur if such access is, and you assume all risk for such access;