



BROADBAND NETWORK FOR EAST MANCHESTER

Eastserve Broadband Application Form

Mr / Mrs / Miss / Other

First Name

Surname

House Number/Street

District

Town/City

Post Code

Telephone Home:

Mobile:

Email:

Customer Agreement

I hereby agree that I and members of my household will abide by the existing Eastserve Acceptable Use policy (see over) and agree not to misuse the Eastserve broadband Network.

I understand that it is my responsibility, on my behalf of my household, to take all reasonable steps to ensure compliance with the above conditions.

Where necessary, the service may be withdrawn from the household should a violation of these conditions cause serious degradation of the service to other users of the Eastserve Broadband Network. Such a suspension would be made on the judgement of the Eastserve Management Group, and service may be restored when the cause of the degradation of service to others has been removed. The equipment installed to enable broadband access, consisting of the external antenna, connecting cable and pc card/modem, remains the property of Eastserve at all times

Ending this contract

Eastserve may make arrangements for the recovery of the equipment should you choose not to continue with the broadband service.

In the event of cancellation of service by either party the external antenna equipment will not be removed by Eastserve as normal practice.

3 gigabyte daily data limit (upload/download) limit applies to all connections, see terms.

Customer Signature:

Name:

Date

Tel: 0161 230 6346

www.eastservebroadband.com

email: enquiries@eastserve.com

Eastserve Broadband Application Terms

Eastserve Broadband Acceptable Use Policy

1. Eastserve's Acceptable Use Policy ("Policy") is intended to help protect the Eastserve network, Eastserve customers and internet community in general from irresponsible or, in some cases, illegal activities.
2. Eastserve customers and their end users shall not, nor shall they permit or assist others, to use the Eastserve Service for any breach of any applicable law or generally accepted transmission or application protocols applicable to the internet or any part of it or to anything connected to it or to any user of it.

Such prohibited use includes but is not limited to the following.

- a) Civil infringement of and/or criminal offences relating to copyright, trade marks or any other intellectual property right in any jurisdiction; or
- b) Commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990(UK) or any similar legislation in any country; or
- c) Knowingly or recklessly transmitting, displaying or posting to a publicly accessible service any material which is unlawful or actionably defamatory or an invasion of privacy, breach of an intellectual property right or breach of a right of publicity in any jurisdiction with which any publicly accessible service reasonably appears to have any connection or from which it may reasonably be apprehended that a publicly accessible service is likely to be significantly accessed; or
- d) Transmitting, transforming, displaying or posting to a publicly accessible service any material in breach of the Data Protection Act 1998(UK) or similar legislation in any other country or of any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or the said territory or the said territory or which may expose Eastserve to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country relating to the export of or dealing with military or potentially military resources; or
- e) Use of the Eastserve service or the internet in any manner which is a violation or infringement of any rights of any kind or nature (whether like to any of the foregoing or otherwise) of any person, firm or company within the United Kingdom and elsewhere; or
- f) Unauthorised access to the network management equipment of Eastserve or other Internet providers; or
- g) Forgery of internet addresses or other fields in IP packets by the customer; or
- h) Any sending of unsolicited email messages or any mass mailing (Spamming) of unsolicited advertising material by the customer; or
- i) Any activity that potentially could harm Eastserve's network, its customers' networks or other networks; or
- j) Any activity either directly or indirectly which Eastserve have reason to believe may cause disruption to the networks operated directly by Eastserve and/or its customers.

3. Eastserve reserves the right at its sole discretion to discontinue service provision in the event the client is in breach of policies defined in clause 2 a-j. Any such breach will be notified to the client in writing and the service will be withdrawn should the client fail to remedy such breach within 7 working days of notification. Should the service be withdrawn under this provision the client will not be entitled to any price reduction, discount or refund. Any monies due for such service remain payable in full.

4. Eastserve reserves the right to modify this Policy at any time by publication of the revised policy on the Eastserve website.

5. Eastserve's broadband service is intended for normal use by residential individuals and families and the pricing and network architecture have been designed to take this into consideration. Customers who use Eastserve's services more heavily than "normal use" will reduce the performance of the network to other customers.

"Normal use" of Eastserve's internet service is defined as up to 3 gigabyte (downstream and upstream cumulative) of data transfer per day.

Individuals seen to be abusing the usage of internet bandwidth in accordance with "normal use", and therefore causing disruption to other customers' internet experience will have their maximum bandwidth restricted.

This is an automated system and reset on a daily 12 hour basis.

It is recommended to use a download monitor such as Down2Home to regulate your daily usage and to avoid going over the daily capped rate.

Signed for Eastserve:

Name:

Date: