

Fair Usage Policy

1. Introduction

This User Policy sets out how the Services may be used and any restrictions on your use of the Services. Many of the guidelines will be obvious, however, we set them out here so that there can be no confusion or doubt over what is or is not acceptable.

You should check this User Policy regularly as we may change it to take on board new issues that may arise in connection with your use of the Services or the way we provide the Services. The most up to date version of the User Policy will apply to your use of the Services, even if you have not read the updated version.

If we have reasonable grounds to suspect that you are in breach of this User Policy or any other terms on which we provide the Services to you, or you do anything which would put us in breach of our statutory or other obligations, we reserve the right to suspend or terminate your access to the Services without liability to you. We will give you notice of suspension or termination as soon as it is practical to do so.

2. General Use

As a general principle, you must not use the Services in any way that is unlawful or illegal or in a way that affects the enjoyment of other users of the Services.

Nobody may use the Services, either directly or indirectly:

- to transmit, publish, link to, make available or receive any material which is defamatory, offensive, abusive, obscene, indecent, racist, harmful, threatening or menacing; or
- in a way that will be a breach of any person's rights, including a breach of confidence, copyright, privacy or any other rights; or
- in breach of any instructions we have given you under the Terms and Conditions of Service; or
- in a way that is associated with a criminal offence; or
- in a way that does not conform with the acceptable use or anti-spam policies of any connected networks, the standards of the Advertising Standards Authority, professional publishing standards or any Internet standards; or
- to infringe by the use of any domain name, mail box name or otherwise upon the rights of any other person in a trade mark or name whether in statute or common law; or
- to send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities.

3. Excessive Usage

Your usage may be deemed to be excessive if we detect an abnormally high volume of traffic, if this is found to be detrimental to the health of our network or reduces the usability of our network to other customers we reserve the right to throttle or cease your connection. This would only be the case if your usage is significantly higher (5x or more) than the average customer usage on the same network segment.

4. Content

It is a well known fact that the Internet contains material that is inappropriate for minors and may cause offence to others. We do not censor or restrict access to any material or information on the Internet unless required to do so by a competent authority. We will however refer any complaints to the Hotline (www.hotline.ie) run under the auspices of the Irish Internet Advisory Board for further investigation.

Use of the Services by minors should be supervised and you should always bear in mind the inherent nature of the Internet.

5. Unacceptable Behaviour

Nobody may use the Services, either directly or indirectly:

- to threaten, harass or cause distress, annoyance or discomfort to any other person or entity;
- to intentionally disrupt or adversely affect any other person or entity's access to or use of the Internet or any features which form part of the Internet;
- to transmit or cause to be transmitted any advertising, promotional or other materials that are unsolicited (commonly known as "spam");
- to transmit or cause to be transmitted mail bombs, chain letters or pyramid schemes.

6. Security

One of the main dangers when using the Internet is the possibility of someone gaining access to your PC (or any other device you use to access the Internet) and the information you keep on it. To help prevent this we strongly recommend you use a firewall. A firewall is a product which helps protect your machine from unauthorised access. No firewall can guarantee security, but an adequate firewall will increase the security of your machine and help protect your anonymity. We do not provide firewalls ourselves, but you will find further information on security and details of various firewalls which are available on the website (www.hotline.ie). It is your responsibility to ensure the security of your machine and we cannot be responsible to you in the event that a person gains unauthorised access, whether or not you use a firewall.

- You must not use the Services to carry out Port scanning/probing (which is an attempt to identify an open gateway into another Internet user's machine). Where it has been

identified that an account has been used for this activity we may withdraw the Services without notice.

- You must not use the Services to run any program that can be used to compromise the efficiency and security of network traffic.
- You must not use the Services to knowingly or unknowingly cause to be transmitted Worms , Trojans or Viruses. Any account found to have been used to transmit such items can be subject to immediate suspension or disconnection of Services without notice.

We in no way offer support for the detection or removal of Viruses, Worms or Trojans. We strongly recommend that you use good quality up-to-date anti-virus software supplied by a reputable anti-virus developer to protect your system from unwanted Viruses, Worms and Trojans.

6. Data Protection and Privacy

6.1 Our policy is to respect and protect the privacy of our customers and we shall endeavor not to disclose your personal information to any third party.

6.2 We are a data controller in relation to your personal information for the purposes of the Data Protection Acts and shall comply with our obligations in respect of your personal information

6.3 Notwithstanding the above, you hereby give your consent and accept and agree that we may disclose any information we hold relating to you to outside parties where:

6.3.1 We have a good faith belief that such action is necessary to protect our rights;

6.3.2 where we have a good faith belief that you have committed an unlawful action;

6.3.3 where we have a good faith belief that the legitimate rights of a third party appear to have been interfered with; or

6.3.4 where a court or tribunal orders disclosure.

6.4 Before completing any forms or passing your personal details on to anyone via the Internet you should be certain about who is receiving those details and if you do not wish them to sell your name to third parties, you should check the opt out boxes.

Details of Irish Data Protection law and registration requirements can be found at www.dataprotection.ie

Nobody may use the Services, either directly or indirectly:

- in breach of the provisions of the data protection legislation or any directions issued by the Data Protection Commissioner;
- to collect names and personal details of other users of the Services;
- to transmit, publish, link to, make available or cause to be transmitted any material designed to obtain passwords, account information or other information from other users of the Services.

6.5 We will use traffic and other usage related data, from time-to-time, in an aggregated format (which does not identify the user individually) in order to better understand our traffic management and improve the quality and content of our services. In addition, if we believe that individual users are suffering from poor service we may store additional data on the traffic characteristics and usage patterns in order to help us optimize service delivery.

7. Copyright and Third Party Rights

If you use your connection to download/stream or transmit copyrighted material you may be in breach of certain laws, as such we may be compelled to pass your details on by the relevant authorities. If requested to do so we will have no obligation to inform you and may be prohibited from doing so. We may filter traffic on your connection if required to do so or if we believe it to be breach of copyright laws.

8. Fraud

Nobody may use the Services, either directly or indirectly to impersonate any person, entity or a minor or to commit or attempt to commit any fraud
In using the Services, you must not use a false name or a name you are not entitled to use.

9. Servers

You are solely responsible for the setup and security of all servers that you may run on your PC. You are also responsible for all traffic that may pass through your PC. We cannot be held liable for any losses or damages that may occur as a result of a compromise of your server. Please note that your account may be subject to immediate suspension or disconnection without notice, if any security breaches do occur or any server causes any degradation in network performance. You should also note that running servers on your PC may cause your own connection to operate in a less than optimal manner.

Webservers: see section 7, Websites

Remote Access: all remote access (FTP; SSH ; RDP etc) must be password protected and the address must not be publicly advertised.

Games: if the game in question has a password/IP access restriction option this must be used. Your IP address must not be publicly advertised on gaming sites etc.

Emails: you must ensure that you do not enable the sending of unsolicited bulk email by others. This applies to both material that originates on your system and also third party material that might pass through it. This includes but is not limited to a prohibition on running an "open mail relay", ie a machine which accepts mail from unauthorized or unknown senders and forwards it to a destination outside of your machine or network. If your machine does relay mail, on an authorized basis, then it must record its passing through your system by means of an appropriate "received" line.

Other: you may run other servers but be aware that we reserve the right to restrict access to them should they cause network problems or should we receive complaints from other customers.

We may, at our sole discretion, run manual or automatic systems to determine your compliance with our User Policy (e.g. scanning for "open mail relays"). You are deemed to have granted permission for this limited intrusion onto your network or machine.

Please note that should we receive any complaints about any server that you may be running that your Internet access may be suspended without notice pending further investigation.

10. Use of Virtual Private Network (VPN)

You may use VPN but you acknowledge that your Services may be adversely affected by such use. If you use VPN and this affects our network performance or any users of our Services, we reserve the right to filter such traffic

11. Redistribution of services

The residential Internet Services are designed for connection to a single household. You may not retransmit or share the service with anyone outside of the premises.