

Drimnin Community Broadband C.I.C. Ltd

Contract for the provision of Services

This document is the Contract for the provision of Services by Drimnin Community Broadband C.I.C., Company number SC554497, with registered office at Auchnasaul House, Drimnin, Oban, PA80 5XZ.

By completing and signing this document, you are entering into a contract with DCB and agree to accept our Terms and Conditions (a current version of which is shown in Annex 1, but may be updated from time to time and will be published on Our Website) and to abide by our Acceptable Usage Policy (a current version of which is shown in Annex 2, but may be updated from time to time and will be published on Our Website).

Capitalised terms in this Contract have the meaning given to them in the Terms and Conditions.

Contract term

- The Initial Term of the contract is **twenty-four months**
- Following completion of the Initial Term, the Required Notice is **one month**

Before signing this Contract, please read the Terms and Conditions including the Acceptable Usage Policy, and complete the Registration Form. Please return a scanned copy of the signed Contract and the Registration form to drimnincommunitybroadband@gmail.com or return a paper copy to David Campbell at Auchnasaul.

I accept the Terms and Conditions and Acceptable Usage Policy under which the Service is provided to me and I commit to pay the Connection Charge (if applicable) and monthly Fee as indicated on the Registration Form and in the specified format.

I agree to become a member of Drimnin Community Broadband C.I.C.

Signed : _____ Date _____

Name (printed): _____

**Our use of the information provided by you in this document is governed by our Terms and Conditions*

Drimnin Community Broadband C.I.C. Ltd

Annex 1

Terms and Conditions for the provision of Services

This document ("**Terms and Conditions**"), forms part of your contract with DCB. By signing the Contract you are agreeing to these Terms and Conditions.

1. Definitions

"Agreement" has the meaning given at paragraph 2;

"Connection Charge" means a charge levied when your Services are connected to cover the costs associated with installing equipment and setting up the Services

"Contract" has the meaning given at paragraph 2;

"Commencement Date" means the first day of the month during which the Services are first available to you at your Premises;

"Initial Term" means the period of time from the Commencement Date as defined in the Contract;

"Installation Date" means the date agreed for installation of the Services;

"Fees" has the meaning given at paragraph 6.1

"Member" means the individual or company that has registered for the Services, is a member of DCB CIC and is party to the Agreement;

"our Staff" means our employees, volunteers, consultants and contractors, with whom we have a contractual relationship and will be supporting the Services;

"Premises" means the premises to which the Services are to be provided under the Agreement;

"Prohibited material" has the meaning given at paragraph 4.1 of the AUP

"Services" means the broadband services through which you may gain access to the internet via a telecommunications network together with the services and facilities provided by us in connection with such internet access service as specified in the Contract;

"Security Details" means any and all user names, passwords, keys, electronic signatures and any other devices or information in whatever form and on whatever media supplied to allow you to access the Services;

"Term" means the time between the Commencement Date and the termination of Services

"Required Notice" means the period of time, as defined in the Contract;

"User" means any user of the Services, whether or not so authorised by a Member;

"Our Website" means the internet site which can be found at www.drimnincommunitybroadband.co.uk;

"We, Us and Our" means Drimnin Community Broadband C.I.C., Company number SC554497, with registered office at Auchnasaul House, Drimnin, Oban, PA80 5XZ

"You, Your" means the Member whose details are entered on the signed Contract.

2. The Agreement

2.1 Your agreement with us ("**Agreement**") consists of:

2.1.1 this document, (the "**Terms and Conditions**"), including the Acceptable Use Policy ("**AUP**");

2.1.2 your signed contract ("**Contract**");

2.1.3 the completed registration form ("**Registration Form**"); and

2.1.3 the privacy policy set out below ("**the Privacy Policy**")

2.2 By signing the Contract you are agreeing to these Terms and Conditions.

2.3 The Agreement will start on the Commencement Date and will continue for 24 months. After this period, it will continue until terminated by you or us in accordance with paragraph 10 below.

3. Registering for our services

3.1 To register for the Services as an individual, you must be at least 18 years of age and the owner or otherwise responsible for premises within the area we serve

3.2 You confirm that all information provided to us, including the information in the Registration Form, is absolutely true, complete and accurate. If any facts or information provided to us become inaccurate then you will tell us immediately of the changes.

3.3 You confirm that there are no facts or circumstances which have not been disclosed to us which would affect our decision to provide the Services to you.

4. What you can expect from us

4.1. We will provide the Services subject to the Terms and Conditions.

4.2. We endeavour to provide the Services to you at the access rate you choose.

4.3. We will use our reasonable endeavours to begin providing the Services on the date agreed, but we will not be liable for any failure to meet such a date.

4.4. We will provide the Services to our main external equipment which shall be connected to a router provided by us in your Premises.

4.5. We may suspend the Services temporarily without notice in an emergency or in order to improve, maintain or repair the Services or our network or for other operational reasons. We will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum.

4.6. We cannot guarantee that the Services will be uninterrupted or error free. If a fault occurs, you should report it by phone, email or in writing using the contact details set out on Our Website and we will try to rectify the fault.

4.7. You acknowledge that we will not be responsible for any sites, content, goods or services offered or made available on the internet provided by us or any other third parties nor for any computer viruses, cookies or anything similar transmitted to you via the Services by such third party sites or otherwise through our provision of the Services.

4.8. We will not be responsible for the content of newsgroup or chat areas. By entering these areas, you accept this and agree to waive any claims against us for any distress, injury, loss, liability, damage and expense arising from or in connection with your use of these areas and their contents. You agree to indemnify us against any claims arising from your use of the areas or any content of the areas which you post or create.

4.9. We do not monitor the Services. However, we reserve the right to do so and to review the contents of any communication sent or received using the Services and to review the contents of any material accessed whilst using the Services. We reserve the right at all times to disclose any information or material we deem necessary in connection with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, as required by law.

5. What we expect of you

5.1. You agree that you, as a Member of Drimnin Community Broadband C.I.C., and other people using the Services via your account will use the Services in accordance with the Terms and Conditions, and without limitation you agree that:

5.1.1. Unless expressly provided for under a formal contract arrangement with DCB, you may not resell, transfer, assign or sublicense them or any part of them to any other person. you must subscribe to a separate service for each habitable building under your membership. You are not permitted to share a single service between habitable buildings. **Instances where this occurs will result in immediate termination by us.**

5.1.2. You must ensure that you have computer equipment of an appropriate specification and configuration to receive the Services.

5.1.3. You must ensure that any machines or personal computers used by you to access the Services do not have an adverse effect on our systems, those of our suppliers or on network traffic generally. You must use the Services in a manner consistent with all applicable laws and regulations which may apply to your use of the Services.

5.1.4. You must ensure that any computers, systems or networks that utilise the Services are configured in such a way that does not give a third party the capability to use the Services in an illegal or inappropriate manner. You should, amongst other things, run a firewall, ensure your wifi network is password protected, run up to date antivirus software and ensure that your operating system is kept fully up to date with the latest security updates.

5.1.5. You must not use the Services in any way that would, in our reasonable opinion, materially affect the use of or access to the internet of any other person. This includes, but is not limited to, "denial of service" ("DOS") and "distributed denial of service" ("DDOS") attacks against another network or individual user. DOS and DDOS attacks will result in immediate termination of the Services.

5.1.6. Any attempt, whether successful or not, to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner will lead to immediate termination of the Services and possibly to prosecution. This applies to, amongst other things, vulnerability probes and intentional distribution of "Trojan horse" programs, viruses and worms, as well as making use of systems compromised by third parties.

5.1.7. Use of the Services to transmit any unsolicited commercial or unsolicited bulk email ("Spam") is expressly prohibited. The sending of Spam will result in immediate termination of the Services.

5.1.8. Intentional distribution of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems is prohibited. This will result in immediate termination of the Services.

5.1.9. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information will result in termination of the Services.

5.1.10 You agree to sign any agreement reasonably required by the owner of the copyright in any software which we provide to you to enable you to use the Services. Unless permitted by law, you must not modify or copy such software or any accompanying manuals and documentation or use it for any purpose other than to access the Services.

5.1.11. Our Staff have your permission on reasonable notice to carry out any works on the Premises for, or in connection with, the installation, maintenance, adjustment, repair or alteration of the Services.

5.1.12. You will obtain all necessary consents (including consents for alterations to buildings (if applicable)), provide any electricity and connection points required by us or by any of our Staff and provide a suitable, safe and appropriate working environment where our Staff need to carry out any work set out in paragraph 5.1.11 above.

5.2. Unless a specific order expressly states otherwise, all equipment that is required to provide the broadband signal to your computer network or router will remain the ownership of DCB. You should take reasonable care of the equipment and use it in accordance with any instructions, safety and security procedures applicable to the equipment. You must not remove any of DCB's equipment and you should take reasonable care of the equipment at your property and inform DCB if you become aware of any circumstances that put the equipment at risk.

5.3 You must not use the Services:

5.3.1. in any way that does not comply with any licences applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect; or

5.3.2. in connection with the carrying out of a fraud or criminal offence; or

5.3.3. to disseminate or otherwise distribute, knowingly receive, upload, download, use or reuse any information or material which is inappropriate, profane, abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights; or

5.3.4. in any way which infringes any third party's intellectual property rights;

or

5.3.5. in a way that does not comply with these Terms and Conditions.

5.4 You will be responsible for any losses, expenses or other costs incurred by us that are caused by your breach of paragraphs 5.1, 5.2 and/or 5.3.

5.5 On all service subscriptions we operate a "fair usage" policy. Within this policy your connection can be used in a manner that is compliant with appropriate legislation. Where download volumes

are, in our opinion, excessive we reserve the right to restrict such excessive usage in order to preserve the service for other users of the service.

6. Payment

6.1. You agree to pay us the applicable charges for the Services to which you subscribe. Such charges are defined on the Registration Form or as otherwise notified by us to you (the "**Fees**"). We reserve the right to change the Fees at any time on giving you not less than 28 days' notice. The amended Fees will apply on expiry of this 28 day period. We will not increase the Fees more than once in every 12 calendar months. You can end the Agreement without having to pay termination charges if we increase your monthly charges by more than the Retail Price Index (RPI) annual inflation rate at the date we calculate the applicable price increase.

6.2. Once we have received your Registration Form and signed Agreement it is your responsibility to pay all initial fees (such as the first month's Fees and Connection Charges, as detailed on the Registration Form).

6.3. We will accept payment for the Connection Charge and first months charges by bank transfer and thereafter by standing order only.

6.4. We will bill you each month in advance for the Services starting on the Commencement Date at the applicable tariff. Unless otherwise agreed with us, you agree to set up a monthly Standing Order with your bank in order to pay the Fees.

6.5. If any amount owing under the Agreement is overdue at any time we will notify you in writing. If any amount remains overdue for more than 7 days after the date on which we notify you that an amount is overdue, then we reserve the right to suspend and/or terminate the provision of the Services.

6.6. If we suffer any charges from our bank in respect of non payment by you we reserve the right to pass these charges on to you. We will notify you if we incur such charges as a result of your non-payment and let you have a breakdown of these.

6.7. You may be required to pay a reconnection charge if you wish to be reconnected following a suspension of the Services in accordance with paragraph 6.5.

6.8. Moving the equipment installed at the Premises cannot be conducted by anyone other than our Staff. A charge may be made if this is at your request.

6.9. If you require a name change on your account we will conduct this change without charge, unless there is a good reason why this should not be the case.

7. Security and confidentiality

7.1. In order to enable you to use the Services, we will provide you with Security Details (if applicable). You will be responsible for maintaining the confidentiality and security of the Security Details.

7.2. You will immediately notify us if any of the Security Details:

7.2.1 have been disclosed to an unauthorised person or are or may be used in an unauthorised way (or if you suspect or have reason to suspect that this may occur or have occurred); and/or

7.2.2 have been lost or stolen.

7.3. We may suspend the Services if at any time we think that there is, or is likely to be, a breach of your Security Details and require you to change any password.

7.4. You will be responsible for all actions undertaken by anyone else using any of your Security Details.

7.5. You accept that we cannot guarantee the security of the Services and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

7.6. You agree to keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement and will only use such information in order to receive the Services.

8. Personal data

8.1. We will comply with our obligations under the Data Protection Act 2018 and any other applicable data protection legislation.

8.2. By registering for the Services you consent to our using your personal data for the following purposes:

8.2.1 the provision of the Services to you;

8.2.2 the management of our network and other technical maintenance;

8.2.3 the operation and enforcement of these Terms and Conditions;

8.2.4 the maintenance of records for a reasonable period of time following termination of the Agreement; and

8.2.5 the provision to you of information about the Service you have subscribed for, maintenance and other information that may affect your use of the Service.

8.3. It is your responsibility to keep the personal data which you provide to us up to date. We may send notices or other information to you at the address you have provided to us. You should notify us immediately of any change to your personal data.

8.4 We will only disclose personal data to comply with all applicable laws and lawful requests by the appropriate authorities.

8.5. Third party sites that you can access from Our Website are not covered by our privacy policy and we accept no responsibility or liability for use of personal data by operators of these sites.

8.6. A copy of the Privacy Policy can be found at the end of the Terms and Conditions.

9. What we are liable for

9.1 Nothing in the Agreement shall restrict or exclude our liability for fraud, death or personal injury caused by defects in the Services or our negligence or that of our employees acting within the course of their employment and within the scope of their authority.

9.2. We will not be liable in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or

consequential loss nor for any damage or destruction of data however arising from the use of, or inability to use, the Services, or from any action or omission taken as a result of using the Services.

9.3. Subject to paragraphs 9.1 and 9.2 our aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of the Services shall be limited to £250.

9.4. Information published by us may be updated from time to time. However, so far as permitted by law we exclude all responsibility as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of the Services or any of these external publications (Eg. External WEB site).

9.5. You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under the Terms and Conditions.

9.6. We will not be liable to you for any breach of any of our obligations under these Terms and Conditions or the Privacy Policy where the breach is caused by an event that is outside of our control including, but not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

10. Termination and suspension

10.1. If you are an individual, you may cancel your order within 14 days of the date on which you signed the contract ("the Cooling Off Period") by giving us notice in writing to be received by us no later than the 14th day after the receipt by you of such notification. If you cancel your order within the Cooling Off Period you will not be charged for any part of the Services, but if we have supplied you with equipment you must return it to us.

10.2. After the Commencement Date this Agreement may be terminated in accordance with the terms set out in this Agreement. After the Commencement Date the cancellation provisions of the Consumer Protection (Distance Selling) Regulations 2000 ("the Distance Selling Regulations") will no longer apply to the Services.

10.3. We may terminate this Agreement at any time on notice if:

10.3.1 we are directed by any legal entity to cease the provision of the Services or any part of them; or

10.3.2 you are in breach of any of the Terms and Conditions.

10.4. Unless otherwise specified in the Agreement, either you or we may terminate this Agreement on giving the Required Notice to the other.

10.5. If you terminate the Agreement within 1 month after the Commencement Date you agree to pay us all the costs that we have incurred in setting up that have not been paid to date and any cost of us ceasing to provide the Services to you. This will include, amongst other things, a deinstallation charge together with a charge for the unexpired portion of the monthly tariff to the end of the Initial Term.

10.6 If you terminate the agreement after 1 month after the Commencement Date but within the Initial Term, you agree to pay for the unexpired portion of the monthly tariff to the end of the Initial Term.

10.7 On termination of the Agreement you agree to cease using the Services immediately and to pay any monies which remain outstanding. On termination your right to use the Services ceases immediately. We will collect all equipment and you agree to cooperate with us in connection with the same.

10.8 If the Services consistently fall below the standards set out in the Agreement (in particular in relation to download speeds) and the breach cannot be remedied within 4 weeks of us being notified in writing of the same, then you may terminate the Agreement before the Initial Term expires by giving one month notice.

11. General

11.1 All intellectual property rights in or relating to the Services belong to us, or have been licensed to us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and in order to receive the Services. You agree not to use our name, logo, trade mark or any other intellectual property rights without our prior written consent.

11.2. We may change the Terms and Conditions at any time by written notice or email prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of the Services. Changes to Fees are covered by paragraph 6.1 of the Terms and Conditions.

11.3. We may assign, subcontract or otherwise deal with our rights or obligations under this Agreement without giving you any notice beforehand. You may not assign, subcontract, sell or otherwise transfer your rights or obligations under this Agreement without our express written consent.

11.4. Any notice or communication required to be sent pursuant under the Terms and Conditions should be sent to us at Drimnin Community Broadband C.I.C. Ltd, Auchnasaul House, Drimnin, Oban, Argyll, PA80 5XZ;

Or via email to: drimnincommunitybroadband@gmail.com or to you at the address indicated in the Registration Form.

11.5. No waiver by us of any breach of the Terms and Conditions will be considered as a waiver of any subsequent breach of the same or any other provision.

11.6. If any provision of the Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question, will not be affected.

11.7. Except as expressly stated in these Terms and Conditions, no person who is not a party to the Contract will derive any benefit from it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.8. The Agreement will be governed and construed in accordance with the laws of Scotland and you agree to irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

11.9 The Agreement sets out the entire agreement between us relating to the provision of the Services to you and supersedes any and all previous agreements and understandings between us in respect of such provision.

DCB Privacy Policy

Our privacy policy explains how we collect, use, share and protect your personal information. We may amend, modify or substitute at any time and any such modification, amendment or substitution will be available on Our Website or can be obtained by email request to Drimnin Broadband drimnincommunitybroadband@gmail.com.

1. How we're collecting your personal information

- a. We collect your personal information when you: buy a product or service from us; register for a specific product or service; subscribe to newsletters, alerts or other services from us; ask us for more information about a product or service or contact us with a question or complaint; respond to a competition, prize draw or survey; use our network and other DCB products or services;
- b. We may also collect information about you from other organisations if this is appropriate, including fraud prevention agencies, business directories and credit reference agencies.
- c. We may use cookies (small text files stored in your browser) and other techniques, including, but not limited to, web beacons (small, clear picture files used to follow your movements on Our Website), to collect information about how you use Our Websites, and web related products and services. This allows us to customise Our Website for you so that it is relevant to your interests and needs. We may use a cookie that stays linked to your browser to record your details so that we can recognise you if you visit Our Website again. (See Section 3 on 'Using your personal information' for more details on how we use information we collect using these cookies.) You can choose to refuse cookies or you can set your browser to let you know each time that a website tries to set a cookie. For more information about cookies (including information on how to turn them off) please visit www.allaboutcookies.org.

2. What personal information we're collecting

- a. The information we collect about you will depend on the DCB products and services you use and subscribe to. The information we collect may include, but is not limited to, the following: your name, address, phone number and email address; information about your bank account number and sort code or other banking information; your contact with us, such as: a note or recording of a call you make to one of our Staff, an email or letter you send to us and other records of any contact you have with us; your account information, such as: dates of payment owed and received; the subscription services you use; and any other information to do with your account.
- b. We may also collect information about how you use our products and services, such as: the level of service you receive (for example network faults and other network events which may affect our network services); your website browsing information (which includes information about the websites you visit and information about your browsing and how you use Our Website (if applicable) whether through your mobile or a PC); and the date, time and length of your internet browsing and your approximate location at the time of browsing.

3. Using your personal information

a. We may use and analyse your information to: process the goods and services that you have bought from us and keep you updated with the progress of your order; keep you informed generally about new products and services (unless you indicate you do not want to receive our marketing messages); provide the relevant service or product to you, contact you with offers or promotions based on how you use our products and services. bill you for using our products or services; respond to any questions or concerns that you may have about using our network, products or services; protect our network and to manage the volume use of our network (for example, we identify peak periods of use so that we can try and make sure that the network can handle the volume at those times); understand how our different customers use our network, products and services so we can develop more interesting and relevant products and services for our customers, as well as personalise the products and services we offer you; carry out research and statistical analysis and monitor customer use of our network, products and services on an anonymous or personalised basis; and prevent and detect fraud or other crimes and recover debts or trace those who owe us money.

b. We will store your information for as long as we have to by law. If there is no legal requirement, we will only store your information for as long as we need it.

4. Sharing your personal information

a. We may share information about you with: partners or agents who are involved in delivering the products and services you have ordered or used; credit reference agencies, fraud prevention agencies, business scoring agencies or other credit scoring agencies; debt collection agencies or other debt recovery organisations; or law enforcement agencies, regulatory organisations, courts or other public authorities if we have to or are authorised to by law.

b. We will release information if it is reasonable for the purpose of protecting us against fraud, defending our rights or property or to protect the interests of our customers.

c. If we are reorganised or are sold to another organisation, we may transfer any personal information we hold about you to that organisation.

5. Security

Communications over the internet, such as emails, are not secure unless they have been encrypted. Your communications may go through a number of countries before being delivered this is the nature of the internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

6. Your privacy rights

a. You can write to us at any time to get a copy of the personal information we hold about you and we will respond within one month.

b. If you believe we are holding inaccurate information about you, please contact us at: **Drimnin Community Broadband C.I.C. Ltd**, Auchnasaul House, Drimnin, Oban, Argyll, PA80 5XZ. - or via email to Drimnin Broadband drimnincommunitybroadband@gmail.com so we can correct it.

Drimnin Community Broadband C.I.C. Ltd

Annex 2

Acceptable Use Policy

1. Introduction

1.1 Defined (capitalised) terms in this Acceptable Use Policy shall have the meaning given in the Terms and Conditions.

1.2 An Acceptable Use Policy lets you know how to use our internet service safely and legally. All internet service providers have usage policies of some kind. Our Acceptable Use Policy specifies actions prohibited by us to Members and Users of the Services, but it mainly focuses on the most severe misuse of our services. That is activities that:

- are illegal
- are unlawful
- or inconvenience other internet users

1.3 You must read this AUP very carefully. It is important. This Acceptable Use Policy and our Terms and Conditions are part of your legally binding relationship with us.

1.4 This AUP outlines the principles that govern use of the systems, services and equipment (Customer Premises Equipment or CPE - e.g. your router) provided by DCB C.I.C. in connection with the Services. By using our Services, you agree to comply with all parts of this AUP and we may (notwithstanding our rights of suspension and restriction referred to below) terminate your account if you fail to comply with any of the AUP.

1.5 We may amend, modify or substitute this AUP at any time and any such modification, amendment or substitution shall be published on Our Website or obtained by email request to Drimnin Broadband drimnincommunitybroadband@gmail.com. The modified AUP shall become automatically effective upon all Members as from the date of posting on Our Website.

1.6 It is the responsibility of the Member to ensure all Users comply with the AUP. Failure to comply with this may result in removal of the service provision by DCB.

2. DCB C.I.C.'s right to suspend, restrict or terminate your services

2.1. We will take action if you abuse the Services. The actions we may take include:

- a formal warning to you;
- suspension of your account (with or without notice);
- restriction of your access to the Services (or any part of the Services); or
- termination of your account.

This is not a full list of the action we may take.

2.2. Notwithstanding our right to restrict, suspend or terminate the Services, if you breach this AUP and/or our Terms and Conditions you may receive a formal warning from us specifying the unacceptable conduct and notifying you that repeated breaches may result in the Services (or any part of Services) being temporarily or permanently withdrawn from you.

2.3. If, after you have received a formal warning from us in accordance with paragraph 2.2 above, your conduct continues to breach this AUP, then we will withdraw the Services (or part of the Services) from you until such time as we are satisfied that you have implemented appropriate steps to ensure that your use of our systems, Services or equipment will comply with this AUP.

2.4. If such a suspension is imposed, then this may be lifted at our discretion, upon receipt of a formal written undertaking from you not to commit any future relevant abuse. However, all cases will be considered individually (at our sole discretion) on their merits.

3. Use of the Services

3.1. We reserve the right to investigate any suspected violation(s) of this AUP. When we become aware of possible violations, we may initiate an investigation, which may include gathering information from the User involved and the complaining party, if any, and examination of material on our servers, networks or any other equipment associated with the Services.

3.2. You must not use the Services in any way that is unlawful or illegal or in any way to the detriment of other Members and Users. You must also not allow anybody using your connection to use the Services in any way that is unlawful or illegal or in any way to the detriment of other Members and Users.

3.2.1. Where excessive network usage, particularly at busy times, is having a detrimental effect on other Members and Users, we may need to take appropriate action in accordance with the terms of this AUP.

3.3. During an investigation, if we believe that a violation of this AUP, or our Terms and Conditions, has occurred, we may take immediate remedial action. Such action may include warnings to the User responsible, and the suspension, restriction or termination of the Member's account. We will determine what action will be taken on a case-by-case basis.

3.4. In addition to and without prejudice to your obligations pursuant to our Terms and Conditions, you agree to comply with (and ensure that others using the Services comply with) all applicable laws, statutes and regulations in connection with the Services. As a Member you are responsible for all use of your account, irrespective of use without your knowledge and/or consent.

3.5. You are required to keep your contact details provided to DCB C.I.C. up to date. Keeping such records up to date is important as we may need to send notices or other information to you using the contact information you gave us.

3.6. Members and Users are expected and required to review email (as provided to us as part of the Services sign up process) on a regular basis. This is to enable us to advise you of any significant issues that may affect your use of the Services.

4. Use of material

4.1. You are prohibited from distributing, transmitting or causing to be published any prohibited material through your use of the Services. Examples of "**Prohibited Material**" shall be determined by us (acting in our sole discretion) and shall include (but are not limited to) material that:

4.1.1. is threatening, harassing, invasive of privacy, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;

4.1.2. infringes or breaches any third party's intellectual property rights

4.1.3. is in violation of any law or regulation that is enforceable in the United Kingdom;

4.1.4. programs containing viruses, hoaxes or any tools designed to compromise the security of other websites and/or systems. However, you may pass samples of malware in a safe manner to appropriate agencies for the purpose of combating its spread.

4.2. For the avoidance of doubt, the storage upon and/or distribution over our systems by any Member of "pirated" software, or any other materials that are not expressly licensed to the Member, will constitute a violation of this section 4 of the AUP.

4.3. We reserve the right to inform and/or report the storage, distribution, transmission, retransmission or publication of Prohibited Material (and/or any other materials which may constitute unlawful conduct by Members and Users) to relevant authorities and/or regulators, in addition to any action we may take as outlined in this AUP.

5. System security

5.1. You are prohibited from using the Services to compromise the security, adversely affect or tamper with our system resources or accounts (including but not limited to those of other Members and Users) or at any other site accessible via our systems, without the explicit consent of the owner of such account and/or site. Malicious use or distribution of tools designed for compromising security is prohibited.

5.2. The security of the services used by you from your home is your responsibility. It is your responsibility as a Member to ensure all Users of the Service that you subscribe to via DCB adhere to the Terms and Conditions and AUP at all times. It is also your responsibility to ensure that you keep your passwords secure. We are not responsible for any negative consequences (e.g. lost or corrupted files) incurred by your failure to employ adequate security measures.

5.3. Members are responsible for the security of their own devices that are directly or indirectly connected to our network. This includes, but is not limited to: PCs, wired and wireless home networking devices and games consoles.

5.4. If we identify that equipment connected to Customer Premises Equipment (CPE) is causing significant impact to our service or are part of a "botnet" (machines hijacked by others to distribute malicious software or other forms of abuse), we reserve the right to disconnect your connection without notice.

6. Prohibited uses of DCB C.I.C.'s systems, services and equipment

6.1. Members must not take any action that may restrict or inhibit any person, partnership, company, firm or organisation (whether a customer of DCB C.I.C. or otherwise) in its lawful use or enjoyment of any of our systems, services or products. Examples of this may include:

6.1.1. The sale or resale of our services and products;

6.1.3. Furnishing false data on our sign-up forms, contracts or on-line applications, including fraudulent use of credit card numbers (and such conduct is grounds for immediate termination and may subject the offender to civil or criminal liability); and

7. Prohibited Actions: System and Network Security

7.1 Members must not take any actions that breach system or network security measures without authorisation. Examples of this may include:

7.2. Attempting to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Member or User, logging into a server or account the Member or User is not expressly authorised to access, or probing the security of other networks without the express authorisation of the owner of such third party network(s);

7.3. Creating security breaches or disruptions of Internet communications. Security breaches include, but are not limited to, accessing data of which the Member is not an intended recipient or logging onto a server or account that the Member is not expressly authorised to access. For the purposes of this section disruption includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, any otherwise unspecified form of Denial of Service (DoS) attack or attempts to "crash" a host;

7.4. Using any program/script/command, or sending messages of any kind, designed to interfere with or adversely affect a Member or Users enjoyment of our network by any means, locally or by the Internet - including violating the privacy of other Members or Users; and

7.5. Executing any form of network monitoring which causes the interception for malicious purposes of any data that does not belong to the Member or User.

8. Email use

8.1. Email usage must be fully compliant with Section 3 (Use of Services) and Section 4 (Use of Material) of this AUP

8.2. We will investigate complaints regarding email and may take action at our discretion

9. Complaints and enforcement

9.1 Complaints

9.1.1. Complaints regarding the conduct of a Member on our network should be sent to drimnincommunitybroadband@gmail.com. We must be able to verify each instance of abuse, and so each complaint must include the full headers and/or complete body of the offending message (where appropriate) or other forms of quantitative, supportive evidence. Submitting all relevant evidence in the original abuse report will significantly speed up the resolution of the issue by our support team should DCB deem it necessary to investigate.

9.1.2. Please do NOT send excerpted parts of a message; sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. Full headers demonstrate which path the message has taken, and enable us to determine whether any part of the message has been forged. This information is vital to our investigation should DCB deem it necessary to investigate.

9.2. Enforcement

9.2.1. We may, at our sole discretion, suspend, restrict or terminate a Member's service for violation of any of part of this AUP at any time and without warning.

9.2.2. As a general rule, prior to terminating services we will attempt to work with Members to avoid future violations of the AUP and to ensure that there is no reoccurrence of the incident (but we shall not be obliged to do so).

10. DCB responsibility

10.1. DCB C.I.C. is not responsible for the content of materials and information published by others that are accessible via the Services, and we do not accept liability or responsibility for any such publication.