

Residential User

1. Introduction

- This Policy (FUP) specifies actions that are prohibited to users of Smallworld Cable Ltd (Smallworld) internet broadband and email services (the services).
- This FUP forms part of the terms and conditions of Smallworld Cable Ltd and forms part of the user's legal contract with the company.
- By using Smallworld's services you agree to comply with the terms of the FUP and accept Smallworld's right to suspend or restrict the services if you fail to comply.
- Smallworld may amend this FUP at any time. In the event of a change Smallworld will post the change on to the Smallworld website and the change shall become effective for all users as at the date of posting. For this reason Smallworld recommends that you visit the website regularly to check for any amendments to the FUP.

2. Use of the Internet Services

- You must not use the services in a way that is unlawful or illegal or in a way that is to the detriment of other users of the Internet. You must not allow anybody else to use the services in that are unlawful, illegal or to the detriment of other users of the Internet.
- Smallworld does not place a cap on monthly downloads from the Internet. However in rare cases where excessive usage at peak times is seriously compromising the services offered to other Smallworld customers, Smallworld reserves the right to notify users of this impact and to require them to reschedule activities to less busy periods.
- If Smallworld believes that a violation of the FUP has occurred it reserves the right to investigate the breach and if necessary to take appropriate remedial action. This may include temporary or permanent removal of material, warnings to the individual concerned and the suspension, restriction or termination of the user's account. Decisions will be taken on the merits of each case. Smallworld co-operates fully with all relevant authorities and regulators.
- As the named user of services you are responsible for ensuring that all usage of your account is fully compliant with Smallworld's Terms and Conditions as well as all applicable laws, statutes and regulations.
- It is the user's responsibility to ensure that your use of Smallworld systems is compatible with any other remotely monitored security alarm, social alarm or Telecare systems that you may use.

3. Use of material

You are prohibited from storing, distributing, transmitting or causing to be published any Prohibited Material that shall be determined by us and shall include, but is not limited to, material that:

- is threatening, harassing, invasive of privacy, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious
- infringes or breaches any third party's intellectual property right (which shall include but are not limited to copyright, trade mark, design rights, patents, moral rights, paternity rights and performance rights) – these include the use, distribution and/or copying of any material without the express permission of the owner
- is in violation of any law or regulation that is enforceable in the United Kingdom
- contains unsolicited promotional or marketing material
- contains chain letters or pyramid selling schemes
- contains programmes containing viruses, hoaxes or any tools designed to compromise the security of other websites or systems

The storage of and/or distribution of any "pirated" software over Smallworld's system constitutes a breach of the FUP.

Smallworld reserves the right to inform/report the storage, distribution, transmission or publication of prohibited material to any relevant authorities or regulators.

4. Prohibited use of Smallworld's services and equipment

Users must not use the services, or allow the services to be used by another person, for the following acts:

- send a message that is offensive, abusive, defamatory, obscene, menacing or illegal
- cause annoyance, nuisance, inconvenience or needless worry to or breaks the rights of another person
- perform any illegal activity
- break or attempts to break the security of anyone else's hardware or software

- deliberately receive, use, own, post, transmit or publish any obscene material (including but not limited to child pornography)
- upload, download post or publish any material that is protected by copyright or other ownership rights without the permission of its owner
- use any services for commercial or business use (such as the sale of goods or services) unless it is for use away from the normal place of work "home working". The services are for residential use only.
- use the Internet Protocol address (IP address) of another user
- use the system in such a way that risks impairment of service levels for other users

5. Use of the Email services

- The prohibited uses of the Internet services in Paragraph 3 also apply to use of Email services
- In addition you may not use your email to send unsolicited emails to groups of people. By definition chain letters and spam are unsolicited. Users must not reply to "mailbombs" which cause individuals to receive large amounts of unrequested email.
- If requested to do so by an email recipient you must desist from sending messages to that recipient.
- Users may not use methods to forge the headers of emails to conceal the sender's email address or to prevent other Internet users from replying to messages.
- Harassment by email via language, frequency or size of messages sent is prohibited.
- Smallworld will investigate complaints related to email use and will take appropriate action at its discretion. This may include the suspension, restriction or termination of email services.

6. Smallworld's right to suspend, restrict or discontinue services

Smallworld will take action if users breach the FUP. This action may consist of but is not limited to:

- a formal warning to you
- suspension of your services (with or without notice)
- restriction of your access to all or part of the services
- termination of all or some of your services

If you continue to breach the FUP after receiving a formal warning from Smallworld your services may be withdrawn until such time as Smallworld is satisfied that your conduct has been brought into line with the FUP. Any decision on the resumption of service is at Smallworld's discretion and each case will be judged on its merits.

7. User's Webspace

- It is the responsibility of the user to back up their webspace content. Upon any suspension or termination of service Smallworld may remove or amend the web content without notice.
- Webspace content must comply with the rules on appropriate use of services and material in this FUP.
- Users must warn other Internet users of their web content is likely to cause offence via an appropriate content warning.
- The user is responsible for ensuring that all appropriate intellectual property permissions are obtained for web content.
- Smallworld is not responsible for any content posted on user's webspace.

8. Complaints

Complaints about the conduct of users should be made in writing to Smallworld's registered office or by telephone to the Company's Customer Care Centre. Smallworld must be able to verify any breach of the FUP before it takes action.

Any messages referred to in complaint and offered in evidence of the complaint should be copied in full to Smallworld – including the message header so that the time of the message and the identity of the sender can be verified.

Smallworld Cable Ltd 21/6/2011

Definitions:

Smallworld – Smallworld Cable Limited

User – the customer of Smallworld that is using the Internet broadband or email services

Services – the Internet broadband and email services supplied by Smallworld

Prohibited Material – material that is not allowed to be stored, distributed, transmitted or published via Smallworld's services, system or equipment

FUP – The Fair Usage Policy of Smallworld