

Fair Acceptable 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. 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 OFCOM for further investigation.

The TV Internet and Interactive Services include settings that allow you to control access to certain sites, newsgroups, channels and programs and chatrooms. Details of how to use these settings can be found in the help screens. It is your responsibility to determine restrictions on access. The effectiveness of the settings depends on how you use and monitor them. We make no guarantees that the settings will filter out all inappropriate material. Use of the Services by minors should be supervised and you should always bear in mind the inherent nature of the Internet.

4. 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.

4.1 Office in Box Usage

Office In a Box 1-5 Users packages are defined as having 1500 local, national and international minutes as defined by international destinations on the order form and 1500 Ireland/UK/US mobile destination excluding UK mobiles not defined on the order form

Office In a Box 6-10 Users packages are defined as having 2500 local, national and international minutes as defined by international destinations on the order form and 2500 Ireland/UK/US mobile destination excluding UK mobiles not defined on the order form

5. 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. 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 1998 as amended, 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. Websites

This section applies where we provide you with webspace as part of the Services or if you run a webserver on your own PC.

If you are running a webserver on your own PC you are solely responsible for the security and setup for that server. You are also responsible for all traffic through your server even if you personally did not originate it.

Where the website is held on our servers, you must keep your own back-up copies of any data and files. We do not keep back-up copies of your pages and will not be liable for any loss of your data or files.

You are responsible for the content of your website (including any content you link to) which must comply with this User Policy . You must obtain all necessary rights and clearances for the inclusion and publication of anyone else's work on your website. (See section 10 below for more information.)

You must ensure that no adult material is displayed or linked before a clear warning has been given and the user has had the opportunity to decline to view such material.

You may not run a website where access is subject to a premium rate telephone charge or which redirects you to such a website.

We may remove or request the removal of any material or links from your website if we consider that you are in breach of this User Policy.

If your website generates abnormally high hit levels or generates abnormally high levels of network traffic, we may at our discretion move it and/or restrict access to it and you shall be liable for any additional charges arising from our action. This may include but is not limited to suspending your Internet access.

If you are running the webserver from your own PC we may restrict or suspend your access to the Internet until we receive a written (signed posted letter) assurance from you that any breach of this User Policy will not be repeated and that the causes of the breach have been rectified.

On termination of your Internet account and/or Interactive Services for any reason, we may delete your website from our server immediately and without any liability to you.

8. Email & mailbox management

We will configure all our mailboxes, mail storage time and inactivity time limits to ensure efficient use of our servers, and optimum quality of service for our customers.

You are responsible for checking your email regularly and storing any emails you wish to keep. For so long as we provide the Internet and/or Interactive Services to you, any emails (whether read or unread) kept on our servers will automatically be deleted after 90 days. On termination of your Internet Services and/or Interactive Services for any reason, any emails (read or unread) kept on our servers may automatically be deleted without any liability to you.

If you do not access your email account for a period exceeding six months then we may suspend your email account.

9. Copyright and Third Party Rights

Any images, photographs, articles, pages, designs, drawings, software, music, information and other materials published on the Internet and on the Services are protected by copyright. Publishing material on the Internet and on the Services does not mean it is available for anyone to copy. Unless the owner of that copyright specifically states that you may copy the work, you should assume that you cannot.

It is an infringement of copyright to copy, reproduce, adapt, translate, broadcast or perform copyright protected material without permission, to make infringing copies available to the public or otherwise to knowingly deal in infringing copies.

The Services must not be used, directly or indirectly, to transmit, publish, link to or otherwise make available any confidential information or trade secrets of any person or entity.

10. 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.

11. Shopping

Remember that consumer protection laws do apply to transactions on our Services which means that all merchants should act honestly and fairly.

12. Chat

Our Interactive Services and Internet Services provide access to chatroom services offered by third party organisations. We do not moderate or control the content of any chatrooms and we are not responsible for any of the content that appears in the chatrooms or any activity that occurs in the chatrooms.

13. Web Search

The Services may include a web directory and the capability to search the web. The web directory provides links to the Internet and use of search facilities will produce information from websites on the Internet and links to the Internet. We are not responsible for content on the Internet accessed via the directory or as the result of any search.

14. 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; PC Anywhere 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 be aware that we do not offer any DNS services, e.g. Domain Name Redirection. Magnet service is based on dynamic IP addressing and you must not specify IP addresses (other than DNS servers) in the network settings for your Internet connection.

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.

15. 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 instruct you to stop using VPN and you must comply with this request.

16. Communications from Velocity1

We may use e-mail to communicate with you from time to time. We will consider the e-mail delivered at the same time that it is sent. Communication from us via post will be considered delivered after a full 2 working days, i.e. mail sent on a Monday will be considered delivered on the following Thursday. All post will be sent to the address registered on your Internet account.

17. Use of the Network (Internet Services)

17.1 Networking and Wireless Networking

The residential Internet Services are designed for connection to a single PC. If you connect more than one PC at any one time to the Internet Services you agree that this shall be entirely at your own risk. Technical support shall remain limited to your Internet connection only.

You must not connect more than three (3) PCs to the Internet Services at any one time.

You are permitted to use routers, and the connection of a dedicated hardware router or firewall shall not be considered a PC for the purposes of this section.

In connecting to the Internet Services, you must only use a PC you own or lease. You must not attempt to connect your PC to the Internet Services from outside your home; this includes the use of wireless or non-wireless networking technology to connect your PC or any other PC to your Internet Services from outside your home (other than your own garden) or the connection of your PC to anyone else's Internet Services.