



Internet Services & Online Backup

Business User Terms & Conditions

SCHEDULE 1

Schedule of Services

1. Rental of SDSL on new BT analogue line from customer's site.
2. IP connectivity between customer's site and AML Internet Network service.
3. IP addresses may be requested at AML Internet discretion and subject to completing an appropriate IP Address request form. Where IP addresses are issued these must be returned upon termination of this agreement and are at no time the property of the Customer.
4. The customers are expected to manage their own hardware. AML Internet will not provide any support for hardware or configurations. It is the customer's responsibility to ensure the hardware is compatible with the service.

SCHEDULE 2

Charges

All charges are payable as per the order form and in advance. The activation fee plus a part month payment is required in advance.

All prices are exclusive of VAT.

The terms of this agreement are a month – month period with 30 days written notice to cancel.

SCHEDULE 3

Service Standards

1. On wires only, AML Internet only provides support for the service being provided on a working BT analogue line.
2. You acknowledge that we are dependent upon certain third parties to install and provide SDSL Services to you. You also acknowledge that there may be technical limits that prevent us from delivering an operational service to you. We will endeavour to provide SDSL Services to you at the access rate you choose but, due to contention within the network, the speed or service may be reduced at times.
3. We do not undertake to provide a fault free service. If, however, a fault occurs, you should report the fault by telephone, electronic mail or in writing to the Support Service. We will let you know as soon as reasonably practicable of any periods of downtime of the Support Service.



Service Credits

- 4 Do not apply to AML Internet Standard Care DSL services. Under Enhanced Care - if the qualifying fault isn't repaired within 24 hours, you may claim a service level credit within 30 days of the end of the month in which you reported the fault.

Outages

- 5 Planned Outages may occasionally be necessary for AML Internet to carry out essential maintenance or network upgrades. They will be kept to a minimum and scheduled to minimise disruption.
- 6 AML Internet will provide a fault reporting helpdesk facility. The helpdesk will respond promptly to faults reported. Faults remedied will be advised by email.
- 7 AML Internet aim to rectify faults within 48 hours of raising a fault. Time to fix may be affected by circumstances. This is a target repair time and does not constitute a service level, under no circumstance is AML Internet liable for outages or consequential losses.
- 8 For faults not involving AML Internet Network services or equipment, AML Internet will advise of steps taken to diagnose a fault for which AML Internet is not responsible.
- 9 Neither party shall be liable to the other, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.



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SCHEDULE 4

AML Internet Acceptable Use Policy

This Acceptable Use Policy (AUP) should be read in conjunction with the AML Internet Agreement, which is provided to all clients when agreeing a contract for the provision of services.

The term ‘Client’ within this policy refers to the person with whom AML Internet has entered into a contractual relationship. For the purposes of this document the term is equally applicable to resellers/partners and direct clients of AML Internet, and other companies within the AML Internet.

The term ‘End User’ within this policy refers to the person or persons who are utilising the AML Internet provided service, whether directly or indirectly as part of a solution supplied by a AML Internet Reseller. Examples of End Users include but are not restricted to: customers of AML Internet Reseller Clients; employees and other authorised computer users of AML Internet direct Clients.

Introduction

The AUP has been designed to protect AML Internet, Client’s resources, and peering networks in order to maintain the provision of high speed network and high availability services whilst ensuring that as an Internet Service Provider, we comply with all relevant UK laws.

AML Internet offer Clients a range of quality, competitively priced network and information technology services. It is the responsibility of our Clients to ensure that all End Users of these services comply with the latest edition of the AUP at any given time.

General Guidelines

Any use of the AML Internet network or of the Internet services operated on or via the network, such as World Wide Web, e-mail, news, gopher or Telnet services, will be admissible solely within the framework of the applicable provisions specified by English law and within the framework of the service offering contractually agreed upon with the Client.

Specifically, this means that the ‘AML Internet’ network must not be used for sending, receiving or distributing content that:

- i. constitutes offences such as sedition; forbidden extremist political propaganda; invasion of personal privacy including insult, libel and defamation; or distribution of pornographic literature, or
- ii. is indecent, defamatory, obscene or menacing or otherwise offensive, or
- iii. violates a third party’s rights such as the right to bear a name, the right of personality, copyrights, competition and trademark laws. The End User must also observe the legal provisions concerning data protection and the protection of a third party’s privacy.



In addition to the above, the services operated by AML Internet must not be used for improper purposes.

Such improper purposes include any use that impairs the integrity and performance of the network or its parts and dial-in points to an extent exceeding what has been contractually agreed upon. Misuse also includes the use of the network for distributing, loading or publishing data that could violate or impair a third party's rights or constitute threat or insecurity to a third party.

It is not admissible to use the services available on or via the AML Internet network for obtaining data or information that is not intended for the End User. This also includes the misuse of the services for the purpose of copying, tapping or intercepting e-mail messages or other digitally transmitted information that is not intended for the recipient.

It is not admissible to use the services for circumventing security mechanisms that protect foreign computers or computer systems, networks or network access facilities, for gaining unauthorised access to foreign computer systems ("hacking"), for performing activities in preparation for the unauthorised access to a foreign computer system (e.g. port scans) or for impairing the performance of a computer, computer system or network to an extent that goes beyond the services commonly rendered ("denial of service" attacks).

It is not admissible to use the services for distributing programs that serve the purpose of either causing damage to other users or computer systems (e.g. virus infection programs) or gaining unauthorised access to foreign computer systems ("Trojan horses").

AML Internet' Clients are responsible for taking all reasonable measures to control traffic that is sent from their End Users connections. It is their responsibility to ensure that all software on their side of the connection is virus-free and up-to date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers and proxy servers, must not be remotely exploitable.

If AML Internet find malicious traffic emanating from an End User connection, we have an obligation to our other Clients and peering networks to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. AML Internet understand that in many cases, the Client may not be responsible for or aware of a problem, and will work with the Client to resolve the issue as efficiently as possible to restore normal service.

End Users may not mount an attack, by whatever means, against any of the AML Internet systems. End Users may not run unauthorised mailing lists from, or through any of the AML Internet machines, or e-mail servers.

The Internet has global reach and, although the Master Services Agreement is governed under English law, Clients must take all reasonable steps to avoid breaching relevant foreign laws.



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Internet Access

The use of the network circuits that provide access to the AML Internet network is restricted to Clients and End Users having a contractually agreed access right, which has been granted either by AML Internet itself or by any of its partners being authorised to grant such access rights.

The End User is not allowed to transfer his/her access right; neither directly nor indirectly, to any third party without AML Internet express consent. This excludes persons involved in the client's business operations or persons sharing a common household with the End User.

The access and authentication data that is given to the End User for access to the AML Internet network must be protected at all times. Passwords protecting the access to the network must be kept confidential, checked and modified if unauthorised use by a third party is suspected.

Fair Usage Policy

AML Internet operates a fair usage policy on specific DSL services. The following download bandwidth allowances will apply, per End User per month, for those named services that are provisioned on 'per user' charging tariff. These monthly download quotas are only enforced where a more specific cap - whether it be higher or lower than the stated bandwidth allowance below - is not explicitly stated as part of the service being provisioned.

ADSL Standard Traffic Prioritisation (formally 50:1) Connections	40GB per month
ADSL High Traffic Prioritisation (formally 20:1) Connections:	100GB per month
SDSL Connections:	100GB per month

Where an End User exceeds their permitted fair usage quota, AML Internet reserve the right to either reduce their bandwidth (typically to sub 100Kb/s throughput) for the remainder of that month or offer additional bandwidth at additional cost.

Electronic-mail

It is not admissible to distribute e-mail messages to persons not wishing to receive such messages, especially in the event that the distribution of such electronic mail is done for the purpose of confronting a single person or numerous persons with unwanted commercial advertising, political statements or announcements or any kind. The Client and End Users must refrain from sending such and similar messages to news groups; this applies in particular to the distribution of such e-mail to multiple news groups ("cross-posting"). It is also inadmissible to send multiple e-mail messages for the purpose of impairing or paralysing the recipient's e-mail or news service ("mail bombing").

It is not admissible to modify or falsify the information that is contained in the header of an e-mail message or news article. Every Client and/or End User operating an e-mail service on the AML Internet network must ensure that his/her service cannot be used by any third party for the purpose of sending anonymous e-mail messages or distributing messages ("foreign relaying") that might offend against the guidelines specified herein.