



Contract / Application form

Please complete the following in **BLOCK CAPITALS**

1. Check appropriate box for service or product required

- | | | |
|----------------------------|--------------------------|---|
| Home 4Mbps 32:1 | <input type="checkbox"/> | €39.99 including VAT per month ¹ |
| Home+ 6Mbps 32:1 | <input type="checkbox"/> | €49.99 including VAT per month ¹ |
| Business 8Mbps 32:1 | <input type="checkbox"/> | €69.99 including VAT per month ¹ |

2. Please complete in full the address of the premises to install the broadband client.

Name

Phone

0	9	1									
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Address

Mobile

0	8										
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Email

Please enclose with this application the cost of the connection (€149.99) and first months rental (€39.99) a total of €189.98

4. Contract

I have read and agree to be bound by the contract as defined by both the Terms and Condition of Use and the Acceptable Usage Policy.

Check this box if you wish to be sent network information message via email and / or SMS :

Signature

Date

D	D	M	M	Y	Y	Y	Y
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¹ Current charges are also available on www.baynetworks.ie

Bay Networks Acceptable Use Policy

Bay Networks agrees to make available to the Customer the Facility described below on the following acceptable usage policy

1. Introduction

Bay Networks Acceptable Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of Bay Networks Internet Services must comply with this policy. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary Web sites. However, in accordance with our Internet Service Agreement we may remove any materials, that in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy. Bay Networks may co-operate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this Acceptable Use Policy may result in the suspension or termination of either your access to the Services and/or your Bay Networks account. This Acceptable Use Policy should be read in conjunction with our Terms & Conditions and other policies. If you do not agree to comply with all of our policies, you must immediately stop use of the Service and notify Bay Networks so that your account may be closed.

2. Violations of Acceptable Use Policy

The following constitute violations of this Acceptable Use Policy:

- a. **Illegal Use.** Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under b.
- b. **Harm to Minors.** Using the Services to harm, or attempt to harm, minors in any way.
- c. **Threats.** Using the Services to transmit any material (by email uploading, downloading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **Harassment.** Using the Services to transmit any material (by email, uploading, downloading or otherwise) that harasses another.
- e. **Sexually Explicit Material.** Using the Services to transmit any material (by email, uploading, downloading or otherwise) that contains explicit or graphic descriptions or accounts of sexual acts including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals.
- f. **Discrimination.** Using the Services to discriminate against, victimise, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- g. **Libel or Defamation.** Using the Service to make libellous or defamatory remarks about another person or entity.
- h. **Fraudulent Activity.** Using the Services to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "Ponzischemes," "chain letters," and other forms of business fraud.
- i. **Forgery or Impersonation.** You may not impersonate any person or entity, including any employee or representative of Bay Networks. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person or entity by using forged headers or other identifying information is prohibited.
- j. **Unsolicited Commercial Email/Unsolicited Bulk Email.** Using the Services to transmit any unsolicited commercial mail or unsolicited bulk email (also known as "Spamming"). Users may not transmit such email even if the transmission provides an electronic mail address to which the recipient may send a request for declining such electronic mail. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, is prohibited.
- k. **Unauthorised Access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Bay Networks networks or another entity's computer software or hardware, electronic communications system, ortelecommunications system, whether or not the intrusion results in the corruption or loss of data
- l. **Copyright or Trademark Infringement.** Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software.
- m. **Collection of Personal Data.** Using the Services to collect or attempt to collect, personal information about third parties without their knowledge or consent. All Users further agree they will not attempt to collect or use any personal information from a minor (anyone under 18 years old) without appropriate prior verifiable parental consent.
- n. **Reselling the Services.** Reselling the Services without Bay Networks authorisation. The Services are for your use only.
- o. **Network Disruptions and Unfriendly Activity.** Using the Services for any activity, which adversely affects the ability of other people or systems to use Bay Networks Services or the Internet. This includes "denial of service" attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. This includes but is not limited to software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or damage or obtain unauthorised access to any data or information of any third party. It is the User's responsibility to ensure that their network is configured in a secure manner. A User may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A User may not permit their network, through action or inaction, to be configured in such a way that gives a third party, the capability to use their network in an illegal or inappropriate manner.
- p. **News.** Bay Networks users should use their best judgement when posting to any newsgroup. Many groups have charters, published guidelines, and FAQ's or community standards describing what is and is not considered appropriate. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups.
- q. **Excessive Bandwidth Use.** Using excessive bandwidth beyond the allotted web space, use of servers other than Bay Networks servers and hosting websites. Bay Networks reserves the right to monitor bandwidth use of its customers, restrict bandwidth without

notice and may suspend or terminate the account of any customer using excessive bandwidth, servers other than Bay Networks or hosting websites. If a customer exceeds their allotment of traffic, Bay Networks may suspend or terminate use of the services immediately.

- r. **Compromising Security.** Using or distributing tools designed or used for compromising security, which includes but is not limited to: password guessing programs, decoders, password gatherers, analysers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorised by the destination host and/or network. Unauthorised port scanning, for any reason, is strictly prohibited.
- s. **Network content or services to others.** Running programs or servers from a customer's premises which provide network content or any other services to others. Examples include but are not limited to: peer-to-peer file sharing (e.g. Bittorrent, edonkey, Gnutella, Morpheus, Kazaa, Emule, WinMx, Limewire, Napster, BearShare, Ares, Kontiki), mail, ftp, http, game, newsgroup, proxy, IRC servers and multi-user interactive forums (e.g. bebo, mspace, YouTube).

3. Reporting Violations of Bay Networks Acceptable Use Policy

Bay Networks requests that anyone who believes that there is a violation of this Acceptable Use Policy please report such information to Bay Networks. Bay Networks may take any one or more of the following actions in response to complaints:

- Issue warnings: written or verbal
- Suspend a customer's newsgroup posting privileges
- Suspend a customer's account
- terminate a customer's account
- bill a customer for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations
- report any violations to the appropriate legal authorities
- manage bandwidth.

4. Indemnification

You agree to indemnify, defend and hold harmless Bay Networks officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable lawyers' fees, resulting from any violation of this Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf. This provision shall survive the termination of your service.

5. Modifications to this Acceptable Use Policy

Bay Networks reserves the right to modify or amend this Acceptable Use Policy, our Terms of Service and our other policies and agreements at any time and in any manner. Notice of any modification or amendment will be posted and/or distributed in accordance with the Terms & Conditions Agreement.

Bay Networks Terms & Conditions

Bay Networks agrees to make available to the Customer the Facility described below on the following Terms and Conditions:

Definitions

"Agreement" means this agreement between Bay Networks and the Customer for the provision and where applicable for the installation of the Facility.

"Rental" is the recurring charge payable by the Customer to Bay Networks in respect of the Facility.

"Connection Charge" means the once off non-recurring charge payable by the Customer for initial provision and where applicable installation of the Facility.

"Content" means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the Facility.

"Charges" means rental, connection charge and any other charge payable by the Customer to Bay Networks hereunder.

"Customer" means the person with whom Bay Networks makes has made or is deemed to have made an agreement for the provision to such person of the facility and also means a person to whom such facility has been or is being provided.

"Bay Networks" means the Facility.

"Facility" means the provision of an Wireless receiver at the Premises to enable the customer to avail of high speed Internet access at a level selected by the Customer.

"Internet" means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol).

"Initial Period" means twelve calendar months from the RFS date.

"Kit" means equipment comprising of, inter alia, hardware and software.

"Premises" means the location where the Facility is provided.

"Ready for Service date" (otherwise "RFS date") means the date on which Bay Networks establishes the Facility for the Customer.

Services

- 3.1 The Customer agrees to comply with the following conditions:
 - 3.2 Customers may not use the Facility to seek to gain unauthorised access to Bay Networks facilities, services or resources or to the facilities, services or resources of any connected Internet service providers.
 - 3.3 Customers may not pursue any course of action or use the Facility to engage in activities, which cause or, in the reasonably held opinion of Bay Networks, are liable to cause disruption or denial of service to any Internet customer or Internet user.
 - 3.4 Customers may not use the Facility to create, host or transmit offensive or obscene material, or engage in activities, which are likely to cause offence to others on any grounds including, but not limited to race, creed or sex.
 - 3.5 Customers may not use the Facility to create, host or transmit material, which is defamatory.
 - 3.6 Customers may not use the Facility to create, host or transmit material, which infringes the intellectual property rights including, but not limited to, the copyright of another person or organisation.
 - 3.7 Customers may not use the Facility to engage in activities, which infringe proprietary rights in any software.
 - 3.8 Customers may not use the Facility to engage in activities, which compromise the privacy of others.
 - 3.9 Customers may not use the Facility to engage in activities which adversely affect the integrity of computer based information.
 - 3.10 Customers may not use the Facility to transmit unsolicited commercial or advertising email material either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause nuisance and/or annoyance or is transmitted without the consent of the recipient.
 - 3.11 Without prejudice to the foregoing, the Facility may only be used by Customers in accordance with Bay Networks Acceptable Usage Policy.
 - 4.1 The Customer agrees that without prejudice to the Customer's right to terminate this Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by or in accordance with the Regulations in respect of the Facility.
 - 4.2 This Agreement may be suspended or terminated by Bay Networks for breach of its terms or, otherwise in accordance with the Regulations.
 - 4.3 This Agreement may be terminated by either party on two-month's written notice to the other.
 - 4.4 If the Customer terminates this Agreement during the Initial Period, Bay Networks may, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided notice of such termination is addressed to Bay Networks and the Customer agrees to pay to Bay Networks as a termination charge such sum as represents the remaining Rental due for the Initial Period.
 - 4.5 On termination of this Agreement for whatever reason, the Customer shall return to Bay Networks within fourteen (14) days of such termination any equipment, the use of which may have been supplied to it pursuant to clause 4.2(b) by Bay Networks as part of the Facility. In the event of failure by the Customer to return such equipment it shall become liable to pay to Bay Networks such charges as are set out in the Regulation as being payable in respect of such failure.
 - 4.6 Bay Networks does not warrant that the Facility will meet the Customer's requirements or that the operation of the Facility will be uninterrupted or error-free. Bay Networks, at its discretion, may provide compensation or a refund during an extended interruption to the service.
 - 4.7 The Customer agrees that from time to time it may be necessary for Bay Networks to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to Bay Networks telecommunications network or otherwise in accordance with the law. Where possible Bay Networks will give the Customer notice prior to such suspension of the Facility and Bay Networks shall restore the Facility as soon as possible after such suspension.
 - 4.8 The Facility is provided in accordance with the relevant product description in the Regulations. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. The customer agrees and undertakes to adhere to these constraints and restrictions.
 - 4.9 The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party. The Customer shall not share the Facility with another business, or tenants.
 - 4.10 Where additional terms and conditions govern any access to any Content or to any Internet service, the Customer acknowledges that it is obliged to comply with such terms and conditions.
 - 5.1 In no event shall Bay Networks be liable to the Customer in contract, tort or otherwise including any liability for negligence or breach of duty for:
 - (i) any loss of revenue, business, contracts, Anticipated Savings, or profits, or
 - (ii) any loss or corruption of data or software configuration, or
 - (iii) any indirect or consequential loss, howsoever arising.
- "Anticipated Savings" means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Facility.

- 1.11 The Customer agrees to provide Bay Networks and its agents with all such information and co-operation including, inter alia, suitable Premises, equipment and services as Bay Networks may reasonably require from time to time to enable it to provide the Facility. Bay Networks may, in its absolute discretion, refuse to provide the Facility where such information or co-operation is not furnished by the Customer.

- 5.2 In so far as the same is permissible by law, Bay Networks shall not be liable in contract, tort or otherwise for any loss, injury or damage, other than death or personal injury arising directly from:
- (a) any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance or termination of the Facility;
 - (b) any failure of the Facility;
 - (c) any failure of, or defect in, anything provided as a part of or in association with the Facility.
- 5.3 In no event shall Bay Networks be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that Bay Networks has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility.
- 5.4 The Customer shall indemnify Bay Networks against all claims made against Bay Networks, for loss, damage or injury to any person or property occasioned by or arising from the use of the Facility by the Customer.
- 5.5 The Customer shall notify Bay Networks as soon as possible after a defect, fault or impairment in the operation of the Facility is detected and Bay Networks shall endeavor to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location Bay Networks considers the reported fault to be located.
- 5.6 Bay Networks reserves the right to charge the Customer reasonable costs and expenses incurred by Bay Networks in providing maintenance services where the need for maintenance services results from any one of or a combination of the following:
- (a) acts of God, lightning, electric voltages and currents impressed on the telecommunications line by lightning or otherwise, fires, floods, storms or other catastrophes; or
 - (b) government control, restrictions or prohibitions; or
 - (c) any other act or omission of any public authority (including Government) whether local, national or international; or
 - (d) the wilful or negligent act or default of the Customer or of any supplier, agent of the Customer; or
 - (e) failure of the Customer to comply with any of the provisions of this Agreement; or
 - (f) fault in or other problem associated with any telecommunications systems other than that of Bay Networks; or
 - (g) any other cause whatsoever which is beyond the reasonable control of Bay Networks.
- 5.7 The charges payable in respect of the provision of such maintenance are as set out in the Regulations.
- 5.8 The term "maintenance" means maintenance of the NTU (Network Termination Unit) but not any internal wiring which at all times remains the responsibility of the Customer.

5.9 Additional conditions may apply for certain clients. Please ask for full details.

Contact Details

Bay Networks can be contacted through the following means :-

1. By phone: 091-776911 during normal office hours.
2. By email : info@batnetworks.ie
3. By writing to: Bay Networks, Clarinbridge.

Normal office hours are from 10am – 5pm Monday to Friday.

Please contact us should you require out of office hours support.

Code of Practice / Disconnection

Bay Networks bills customers directly through standing order once a month. Where the amount dues fails to be paid to Bay Networks the customer will be liable for disconnection without further notice.

A Customer who fails to adhere to the Terms and Conditions and the Acceptable Use Policy will be liable for disconnection without further notice. No refund will be due for disconnection due to violation of the Terms and Conditions and the Acceptable Use Policy.

Where amounts are in dispute, Bay Networks will progress the dispute in adherence to its Dispute Resolution Code of Practice. Where the undisputed amount is paid, Bay Networks will not disconnect. Upon resolution of the dispute, any amount deemed due by Bay Networks will become payable immediately.

Code of Practice / Dispute Resolution

Code of Practice for Customer Care / Escalation of a Dispute

To state your complaint and redress sought please write to the following address :-

Customer Care Department,
Bay Networks ,
2 Barrack Street
Clarinbridge,
County Galway.

Your letter will be acknowledged within five working days.

In your correspondence, you must state clearly the background and nature of the complaint and the redress sought by you. Our Customer Care Team will endeavour to address your complaint within a reasonable period of time. The decision Customer Care Team shall be final in all cases.

Maintenance services

Please call the office during normal office hours for full details of maintenance services available.