



Acceptable Use Policy

1. Introduction

Maints Broadband is providing a wireless Local Area Network (LAN) in the Fedamore, Carnane, Meanus, Manister and Crecora areas of County Limerick. Over this network, Broadband Internet is being provided.

2. General Conditions of Service

Maints Broadband and its partners provide no guarantees whatsoever about the quality of Service and Maints Broadband and its partners accept no liability for any loss, direct or consequential and however caused, that may result or be experienced by any user of the Service.

Maints Broadband may at its absolute discretion decide to terminate, suspend or alter the service.

Maints Broadband also reserves the right at any time to withdraw its equipment at any time and without notice.

Maints Broadband will make available Services under the agreed price structure on a best endeavours basis, subject to normal access, log on and authentication processes. Maints Broadband reserves the right to monitor at its sole discretion the use of the Internet Service and traffic on the LAN and to suspend, limit or modify Services as the need arises.

Maints Broadband reserves the absolute right to prohibit certain activities on the LAN. In exercising this right Maints Broadband takes no responsibility for any breaches of copyright by users however so arising.

The user will be bound by these General Conditions of Service.

3. Acceptable Usage

1. Users

All users must be 18 years of age or older.

2. Service availability

While all internet Services, including streaming video, internet radio, internet gaming and downloading films, may be available to users, Maints Broadband reserves the absolute right to reduce, limit or cancel Services at any time and without prior notice.

3. Excessive bandwidth use

Maints Broadband reserves the right to monitor the bandwidth use of its users and may suspend or terminate the account of any user using excessive bandwidth, servers other than Maints Broadband or hosting websites which are not hosted by Maints Broadband; excessive bandwidth use by a user may lead Maints Broadband to suspend or terminate use of the Services immediately.

4. Supervision of minors

It is the responsibility of the user to ensure that minors are properly supervised when accessing Internet Services; Mains Broadband is not responsible for the material accessed, encountered or downloaded.

5. Illegal use

The user may not use the Service for any form of illegal activity including transmitting 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.

6. Fraudulent activity

The user may not use the Service to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", "chain letters" and other forms of business fraud.

7. Forgery or impersonation

The user may not use the Service to impersonate any person or entity, including any employee or representative of Mains Broadband; adding, removing or modifying identifying network header information in an effort to deceive or mislead and attempting to impersonate any person or entity by using forged headers or other identifying information are prohibited.

8. Harm to Others

The user may not use the Service to harm or attempt to harm, to abuse or give offence to, in any way, other people

9. Harm to Minors

The user may not use the Service to harm or attempt to harm, to abuse or give offence to minors in any way.

10. Harassment

The user may not use the Service to transmit any material (by email, uploading, downloading or otherwise) that harasses another person

11. Threats

The user may not use the Service to transmit any material (by email uploading, downloading, posting or otherwise) that threatens or encourages bodily harm or destruction of property

12. User responsibility

It is the responsibility of the user to protect his or her own network infrastructure, hardware and software while connected to the Internet through the Service; Mains Broadband cannot assume any responsibility whatsoever for loss or damage to the user configuration, user hardware or user operating and application software or to any other form of damage

13. User security systems

The user is fully responsible for the installation and maintenance of appropriate firewalls, virus checkers and IT security systems; Mains Broadband cannot assume any responsibility whatsoever for loss of data, unauthorised retrieval of data, file corruption or other forms of damage

14. Unsolicited commercial email/unsolicited bulk email

The user may not use the Service to transmit any unsolicited commercial email or unsolicited bulk email (also known as "Spamming"; users may not transmit such email even if the transmission provides an electronic email 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, are prohibited. In such situations, Mains Broadband reserves the right to suspend, modify or cancel the use of the Service.

15. Sexually explicit material

The user may not use the Service 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.

16. Discrimination

The user may not use the Service 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.

17. Libel or defamation

The user may not use the Service to make libellous or defamatory remarks about another person or entity.

18. Unauthorised access

The user may not use the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Mains Broadband or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data

19. Copyright or Trademark infringement

The user may not use the Service 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

20. Collection of personal data

The user may not use the Service 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

21. Reselling Services

The user may not resell or attempt to resell the Services without Mains Broadband authorisation

22. Network disruptions and unfriendly activity

The user may not use the Service for any activity, which adversely affects the ability of other people or systems to use Mains Broadband Service 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 his/her network, through action or inaction, to be configured in such a way that gives a third party the capability to use his/her network in an illegal or inappropriate manner.

23. Newsgroups

Users should use their best judgment 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.

24. Compromising security

The user may not use or distribute on the network tools for compromising security, which include, but are 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.

25. Network content or services to others

The user may not use the Service to run programs or servers, which provide network content or any other services to others. Examples include, but are not limited to, peer-to-peer file sharing, mail, ftp, http, game, newsgroup, proxy, IRC servers and multi-user interactive forums.

26. Reporting

Any and all abuses of the Service will be investigated and reported to the relevant authorities and systems logs will be made available to the authorities following an appropriate request.

27. Indemnity

The user agrees to indemnify completely Mains Broadband and their agents against any litigation arising from but not limited to defamation, slander or any other action deemed to be caused or result from inappropriate uses of the Service

4. Equipment

Mains Broadband owns all the equipment fitted externally to the houses and premises of users for the purposes of wireless receiving, routing, signalling or required for other network management functions.

Mains Broadband is responsible for installing and maintaining the connection between the network and the user's Ethernet adaptor.

5. Systems Requirements

The LAN link to your premises will be tested by the Mains Broadband installation crew using their own laptop and not using your computer. Once the line is deemed to be working, making the connection to your own computer system is your responsibility. The Mains Broadband Technical Team will provide reasonable assistance at the time of installation to ensure the connection is up and running.

In order to be able to link your own computer successfully to the broadband network and to have easy and trouble-free operation of the LAN connection, users are advised to review the properties of their computer system prior to connection.

All Mains Broadband users are advised to consult computer experts to see if their present computer system will permit attachment to a broadband network. They are also advised that older operating systems – in the case of personal computers those releases prior to Windows 2000 and Windows XP – or certain network hardware may not be able to be connected to the network and may need to be upgraded before connection is possible. Advice will be given by the Mains Broadband Technical Team at the time of installation should this be the case.

All users are required to have updated their subscriptions to industry standard virus checking and firewall software. The Mains Broadband server(s), i.e. the computer(s) that controls the network, will be able to detect if a user's computer becomes infected by computer viruses and reserves the right to remove that computer from the network.