



Michaelston y Fedw Internet CIC

Terms and Conditions for the provision of Broadband Services

The Services (as defined below) are offered to you by Michaelston Y Fedw Internet CIC of Cefn Fawr Farm, Cardiff CF3 6LP.

In order to receive the Services you must first read and accept the terms and conditions set out below ("the Terms and Conditions") which govern the provision of the Services to you.

1. Definitions

"Commencement Date" means the date on which the Services are first provided to you.

"our Staff" means our employees, volunteers, consultants and contractors, with whom we have a contractual relationship and will be supporting the Services.

"Premises" means the premises to which the Services are to be provided as detailed in the Grant Application Form.

"Services" means the broadband services through which you may gain high- speed access to the internet via a telecommunications network together with the services and facilities provided by us in connection with such internet access service.

"Installation Date" means the date agreed for installation of the Services.

"Security Details" means any and all user names, passwords, keys, electronic signatures and any other devices or information in whatever form and on whatever media supplied to allow you to access the Services.

"Website" means the internet site which can be found at www.myfi.wales

"We, Us and Our" means Michaelston Y Fedw Internet CIC or Michaelston y Fedw Internet CIC

"You, Your" means the individual or business (being an incorporated or unincorporated entity) whose details are entered on the ABC (residential) or Ultrafast (business) Grant Application Form you have completed.

"Grant Application Form" means the form you completed, either ABC/Access Broadband Cymru, for residential applicants or Ultrafast Connectivity Voucher Scheme/Ultrafast, for business applicants.

2. The Agreement

2.1 Your agreement with us ("the Agreement") consists of:-

2.1.1 the Terms and Conditions.

2.1.2 your signed Grant Application Form.

and

2.1.3 the privacy policy set out below ("the Privacy Policy")

2.2 The Agreement will commence on the Commencement Date and will continue for 12 or 24 months, depending upon whether you completed an ABC or Ultrafast Grant Application Form and will continue after this period until terminated by you or us in accordance with paragraph 10 below.

3. How to register for our services

3.1 To register for the Services as an individual, you must be at least 18 years of age and resident in the UK.

3.2 You confirm that all information provided to us, including the information in the Grant Application Form, is absolutely true, complete and accurate. If any facts or information provided to us become inaccurate then you will tell us immediately of the changes.

3.3 You confirm that there are no facts or circumstances which have not been disclosed to us which would affect our decision to provide the Services to you.

4. What you can expect from us

4.1. We will provide the Services subject to the Terms and Conditions. We'll exercise reasonable care and skill in providing the Services to you. We'll do what we can to make the Services available at all times and fault free, but we can't promise that it always will be available.

4.2. We endeavour to provide the Services to you at the access rate expected.

4.3. We will use our reasonable endeavours to begin providing the Services as soon as reasonably practicable.

4.4. We will provide the Services to our main external equipment which shall be connected to a router provided by us in your Premises.

4.5. We may suspend the Services temporarily without notice in an emergency or in order to improve, maintain or repair the Services or our network or for other operational reasons. We will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum.

4.6. We cannot guarantee that the Services will be uninterrupted or error free. If a fault occurs, you should report it by phone, email or in writing using the contact details set out on the support page on our Website and we will try to rectify the fault. In most circumstances this will be unnecessary as we constantly monitor the infrastructure.

4.7. If you move address within the Michaelston y Fedw Internet CIC coverage area and request it, we will try to relocate your equipment to allow you to continue to receive your subscribed Services. We may be unable to provide this service, or there may be a charge for such relocation. If such

relocation is impossible and you are still within your contract term, you shall still be required to make any appropriate payments, even if you are not receiving the Services. If we are unable to provide the Services at your new location, with our prior written consent, you may assign the Agreement to the new occupier of the premises you are vacating. We will not unreasonably withhold our consent under this paragraph.

4.8. You acknowledge that we will not be responsible for any sites, content, goods or services offered or made available on the internet provided by us or any other third parties nor for any computer viruses, cookies or anything similar transmitted to you via the Services by such third party sites or otherwise through our provision of the Services.

4.9. We will not be responsible for the content of newsgroup or chat areas. By entering these areas, you accept this and agree to waive any claims against us for any distress, injury, loss, liability, damage and expense arising from or in connection with your use of these areas and their contents. You agree to indemnify us against any claims arising from your use of the areas or any content of the areas which you post or create.

4.10. We do not monitor the Services. However, we reserve the right to do so and to review the contents of any communication sent or received using the Services and to review the contents of any material accessed whilst using the Services. We reserve the right at all times to disclose any information or material we deem necessary in connection with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, as required by law.

5. What we expect of you

5.1. You agree that you and other people using the Services via your account will use the Services in accordance with the Terms and Conditions, and without limitation you agree that:-

5.1.1. Except as permitted by paragraph 4.7 or unless expressly provided for under a formal contract arrangement with Michaelston y Fedw Internet CIC, you may not resell, transfer, assign or sub-license them or any part of them to any other person. Instances where this occurs will result in immediate termination by us.

5.1.2. You must ensure that you have computer equipment of an appropriate specification and configuration to receive the Services.

5.1.3. You must ensure that any machines or personal computers used by you to access the Services do not have an adverse effect on our systems, those of our suppliers or on network traffic generally. You must use the Services in a manner consistent with all applicable laws and regulations which may apply to your use of the Services.

5.1.4. You must ensure that any computers, systems or networks that utilise the Services are configured in such a way that does not give a third party the capability to use the Services in an illegal or inappropriate manner. You should, amongst other things, run a firewall and up to date anti-virus software and ensure that your operating system is kept fully up to date with the latest security patches.

5.1.5. You must not use the Services in any way that would, in our reasonable opinion, materially affect the use of or access to the internet of any other person. This includes, but is not limited to, "denial of service" ("DOS") and "distributed denial of service" ("DDOS") attacks against another

network or individual user. DOS and DDOS attacks will result in immediate termination of the Services.

5.1.6. Any attempt, whether successful or not, to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner will lead to immediate termination of the Services and possibly to prosecution. This applies to, amongst other things, vulnerability probes and intentional distribution of "Trojan horse" programs, viruses and worms, as well as making use of systems compromised by third parties.

5.1.7. Use of the Services to transmit any unsolicited commercial or unsolicited bulk email ("Spam") is expressly prohibited. We have a zero tolerance policy for Spam. The sending of Spam will result in immediate termination of the Services.

5.1.8. Intentional distribution of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems is prohibited. This will result in immediate termination of the Services.

5.1.9. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information will result in termination of the Services.

5.1.10 You agree to sign any agreement reasonably required by the owner of the copyright in any software which we provide to you to enable you to use the Services. Unless permitted by law, you must not modify or copy such software or any accompanying manuals and documentation or use it for any purpose other than to access the Services.

5.1.11. Our Staff have your permission on reasonable notice to carry out any works on the Premises for, or in connection with, the installation, maintenance, adjustment, repair or alteration of the Services.

5.1.12. You will obtain all necessary consents (including consents for alterations to buildings (if applicable)), provide any electricity and connection points required by us or by any of our Staff and provide a suitable, safe and appropriate working environment where our Staff need to carry out any work set out in paragraph 5.1.11 above.

5.2. Unless a specific order expressly states otherwise, all equipment that is required to provide the broadband signal to your computer network or router will remain the ownership of Michaelston y Fedw Internet CIC. We can supply you with a suitable replacement router at cost. You should take reasonable care of the equipment and use it in accordance with any instructions, safety and security procedures applicable to the equipment. You must not remove any of Michaelston y Fedw Internet CIC's equipment and you should take reasonable care of the equipment at your property and inform Michaelston y Fedw Internet CIC if you become aware of any circumstances that put the equipment at risk.

5.3 You must not use the Services:

5.3.1. in any way that does not comply with any licences applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect.

or

5.3.2. in connection with the carrying out of a fraud or criminal offence.

or

5.3.3. to disseminate or otherwise distribute, knowingly receive, upload, download, use or re-use any information or material which is inappropriate, any copyright, privacy or any other rights.

or

5.3.4. in any way which infringes any third party's intellectual property rights.

or

5.3.5. in a way that does not comply with these Terms and Conditions.

5.4 You will be responsible for any losses, expenses or other costs incurred by us that are caused by your breach of paragraphs 5.1, 5.2 and/or 5.3.

5.5 On all service subscriptions we operate a "fair usage" policy. Within this policy your connection can be used by you in any way that you see fit and is compliant with appropriate legislation. We do not impose download limits, although in extraordinary circumstances where download volumes are, in our opinion, excessive in comparison to the average use of the network we may speak to you about your usage with a view to establishing the best course of action.

6. Payment

6.1. You agree to pay us the applicable charges for the Services to which you subscribe. Such charges are as set out on the Website or as otherwise notified by us to you (the "Fees"). We reserve the right to change the Fees at any time on giving you not less than 28 days' notice. The amended Fees will apply on expiry of this 28 day period. We will not increase the Fees more than once in every 12 calendar months.

6.2. Once we have received your Grant Application Form and Services have commenced, all necessary documentation should be completed to allow this payment to be made immediately the Services have been installed.

6.3. We will accept payment for the monthly charges by direct debit.

6.4. We will bill you each month in advance for the Services starting on the Commencement Date at the applicable tariff. Unless otherwise agreed with us, you agree to set up a monthly Direct Debit with your bank in order to pay for the monthly tariff.

6.5. If any amount owing under the Agreement is overdue at any time we will notify you in writing. If any amount remains overdue for more than 7 days after the date on which we notify you that an amount is overdue, then we reserve the right to suspend and/or terminate the provision of the Services.

6.6. If we suffer any charges from our bank in respect of non-payment by you we reserve the right to pass these charges on to you. We will notify you if we incur such charges as a result of your non-payment and let you have a breakdown of these.

6.7. You may be required to pay a re-connection charge if you wish to be re-connected following a suspension of the Services in accordance with paragraph 6.5.

6.8. Moving the equipment installed at the Premises cannot be conducted by anyone other than our Staff. A charge may be made if this is at your request.

6.9. If you require a name change on your account we will conduct this change without charge, unless there is a good reason why this should not be the case.

7. Security and confidentiality

7.1. In order to enable you to use the Services, we will provide you with Security Details. You will be responsible for maintaining the confidentiality and security of the Security Details.

7.2. You will immediately notify us if any of the Security Details:

7.2.1 have been disclosed to an unauthorised person or are or may be used in an unauthorised way (or if you suspect or have reason to suspect that this may occur or have occurred)

and/or

7.2.2 have been lost or stolen.

7.3. We may suspend the Services if at any time we think that there is, or is likely to be, a breach of your Security Details and require you to change any password.

7.4. You will be responsible for all actions undertaken by anyone else using any of your Security Details unless you have given notice to us at the first possible opportunity upon becoming aware of the events listed in paragraph 7.2 above as the case may be. We may suspend the Services and you will fully indemnify us from all losses resulting from such actions.

7.5. You accept that we cannot guarantee the security of the Services and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

7.6. You agree to keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement and will only use such information in order to receive the Services.

8. Personal data

8.1. We will comply with our obligations under the Data Protection Act 1998 and any other applicable data protection legislation.

8.2. By registering for the Services you consent to our using your personal data for the following purposes:

8.2.1 the provision of the Services to you.

8.2.2 the management of our network and other technical maintenance.

8.2.3 the operation and enforcement of these Terms and Conditions.

8.2.4 the maintenance of records for a reasonable period of time following termination of the Agreement.

and

8.2.5 the provision to you of information about other services we may offer unless you advise us that you do not wish to receive such information.

8.3. It is your responsibility to keep the personal data which you provide to us up to date. We may send notices or other information to you at the address you have provided to us. You should notify us immediately of any change to your personal data.

8.4 We will disclose personal data to comply with all applicable laws and lawful requests by the appropriate authorities.

8.5. Third party sites that you can access from our website are not covered by our privacy policy and we accept no responsibility or liability for use of personal data by operators of these sites.

9. What we are liable for

9.1 Nothing in the Agreement shall restrict or exclude our liability for fraud, death or personal injury caused by defects in the Services or our negligence or that of our employees acting within the course of their employment and within the scope of their authority.

9.2. We will not be liable in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss nor for any damage or destruction of data however arising from the use of, or inability to use, the Services, or from any action or omission taken as a result of using the Services.

9.3. Subject to paragraphs 9.1 and 9.2 our aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of the Services shall be limited to £1.

9.4. The information on the Website is updated from time to time. However, so far as permitted by law we exclude all responsibility as to the quality, accuracy, efficacy, completeness, performance and fitness for a particular purpose of the Services or any of the contents of the Website.

9.5. You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under the Terms and Conditions.

9.6. We will not be liable to you for any breach of any of our obligations under these Terms and Conditions or the Privacy Policy where the breach is caused by an event that is outside of our control including, but not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

10. Termination and suspension

10.2. After the Commencement Date this Agreement may be terminated in accordance with the terms set out in this Agreement. After the Commencement Date the cancellation provisions of the

Consumer Protection (Distance Selling) Regulations 2000 ("the Distance Selling Regulations") will no longer apply to the Services.

10.3. We may terminate this Agreement at any time on notice if:

10.3.1 we are directed by any legal entity to cease the provision of the Services or any part of them.

or

10.3.2 you are in breach of any of the Terms and Conditions.

10.4. Unless otherwise specified in the Agreement, either you or we may terminate this Agreement on giving not less than 10 days notice to the other, such notice not to expire before the end of the first 12 or 24 months depending upon whether you completed an ABC or Ultrafast Grant Application Form.

10.5. You may terminate the Agreement with respect to the Services 12 or 24 months after the Commencement Date, depending upon whether you completed an ABC or Ultrafast Grant Application Form.

10.6. On termination of the Agreement you agree to cease using the Services immediately and to pay any monies which remain outstanding. On termination your right to use the Services ceases immediately. We will collect all equipment and you agree to co-operate with us in connection with the same.

11. General

11.1 All intellectual property rights in or relating to the Services belong to us, or have been licensed to us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and in order to receive the Services. You agree not to use our name, logo, trade mark or any other intellectual property rights without our prior written consent.

11.2. We may change the Terms and Conditions at any time by written notice, email or via our website; www.myfi.wales prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of the Services. Changes to Fees are covered by paragraph 6.1 of the Terms and Conditions.

11.3. We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement without giving you any notice beforehand. You may not assign, sub-contract, sell or otherwise transfer your rights or obligations under this Agreement without our express written consent.

11.4. Any notice or communication required to be sent pursuant under the Terms and Conditions should be sent to us at Michaelston Y Fedw Internet CIC, Cefn Fawr Farm, Cardiff CF3 6LP.

11.5. No waiver by us of any breach of the Terms and Conditions will be considered as a waiver of any subsequent breach of the same or any other provision.

11.6. If any provision of the Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question, will not be affected.

11.7. Except as expressly stated in these Terms and Conditions, no person who is not a party to the Contract will derive any benefit from it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.8. The Agreement will be governed and construed in accordance with the laws of England and Wales and you agree to irrevocably submit to the exclusive jurisdiction of the English and Welsh Courts.

11.9 The Agreement sets out the entire agreement between us relating to the provision of the Services to you and supersedes any and all previous agreements and understandings between us in respect of such provision.

Michaelston y Fedw Internet CIC Privacy Policy

Our privacy policy explains how we collect, use, share and protect your personal information. If we update this policy, we will post any changes on our website so that you'll always know how your personal information is being used or shared.

1. How we're collecting your personal information.

a. We collect your personal information when you: buy a product or service from us, register for a specific product or service, subscribe to newsletters, alerts or other services from us, ask us for more information about a product or service or contact us with a question or complaint, respond to a competition, prize draw or survey, use our network and other Michaelston y Fedw Internet CIC products or services.

b. We may also collect information about you from other organisations if this is appropriate, including fraud- prevention agencies, business directories and credit -reference agencies.

c. We may use cookies (small text files stored in your browser) and other techniques, including, but not limited to, web beacons (small, clear picture files used to follow your movements on our website), to collect information about how you use our websites, and web -related products and services. This allows us to customise our website for you so that it is relevant to your interests and needs. We may use a cookie that stays linked to your browser to record your details so that we can recognise you if you visit our website again. (See Section 3 on 'Using your personal information' for more details on how we use information we collect using these cookies.) You can choose to refuse cookies or you can set your browser to let you know each time that a website tries to set a cookie. For more information about cookies (including information on how to turn them off) please visit www.allaboutcookies.org.

2. What personal information we're collecting.

a. The information we collect about you will depend on the Michaelston y Fedw Internet CIC products and services you use and subscribe to. The information we collect includes, but is not

limited to, the following: your name, address, phone number, date of birth and email address, credit or debit card information, information about your bank account number and sort code or other banking information, your contact with us, such as: a note or recording of a call you make to one of our contact centres, an email or letter you send to us, and other records of any contact you have with us, your account information, such as: dates of payment owed and received, the subscription services you use and any other information to do with your account.

b. We will also collect information about how you use our products and services, such as: the level of service you receive (for example network faults and other network events which may affect our network services), your website browsing information (which includes information about the websites you visit and information about your browsing and how you use our website whether through your mobile or a PC) and the date, time and length of your internet browsing and your approximate location at the time of browsing.

3. Using your personal information

a. We may use and analyse your information to: process the goods and services that you have bought from us and keep you updated with the progress of your order, keep you informed generally about new products and services (unless you indicate you do not want to receive our marketing messages), provide the relevant service or product to you, contact you with offers or promotions based on how you use our products and services. bill you for using our products or services or to take the appropriate amount of credit from you, respond to any questions or concerns that you may have about using our network, products or services, protect our network and to manage the volume use of our network (for example, we identify peak periods of use so that we can try and make sure that the network can handle the volume at those times), understand how our different customers use our network, products and services so we can develop more interesting and relevant products and services for our customers, as well as personalise the products and services we offer you, carry out research and statistical analysis and monitor customer use of our network, products and services on an anonymous or personalised basis, and prevent and detect fraud or other crimes and recover debts or trace those who owe us money.

b. We will store your information for as long as we have to by law. If there is no legal requirement, we will only store your information for as long as we need it.

4. Sharing your personal information

a. We may share information about you with: partners or agents who are involved in delivering the products and services you have ordered or used, credit- reference agencies, fraud -prevention agencies, business -scoring agencies or other credit -scoring agencies, debt -collection agencies or other debt -recovery organisations or law -enforcement agencies, regulatory organisations, courts or other public authorities if we have to or are authorised to by law.

b. We will release information if it is reasonable for the purpose of protecting us against fraud, defending our rights or property or to protect the interests of our customers.

c. If we are reorganised or are sold to another organisation, we may transfer any personal information we hold about you to that organisation.

5. Security

a. If we have a contract with another organisation to provide a service on our behalf, we will make sure they have appropriate security measures and only process your information as we have authorised. Those organisations will not be entitled to use your personal information for their own purposes. If necessary, our security teams check these organisations to make sure that they are meeting the security requirements we have set.

b. Communications over the internet, such as emails, are not secure unless they have been encrypted. Your communications may go through a number of countries before being delivered - this is the nature of the internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

6. Your privacy rights

a. You can write to us at any time to get a copy of the personal information we hold about you. We will charge you £10 to cover the cost of providing this information.

b. If you believe we are holding inaccurate information about you, please contact our customer services team so we can correct it.