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## TERMS – WIRELESS ETHERNET

### 1. Definitions:

The following definitions used in these terms and conditions shall have the meanings given to them below:-

M12 Solutions Limited ('M12', 'M12 Solutions', 'us', 'we', 'our') is a provider of various Internet services, registered in England and Wales (Company no:03401975 and VAT no: 873856866). Our registered office and principle place of business is at 3 The Belfry, Solent Business Park, Fareham, Hampshire, PO15 7FJ.

'Customer Access Radio', 'CAR' means the radio used to access the wireless based Internet service. This may either be a dish based radio, or a flat panel radio. It is predominantly installed outside and requires connectivity back to the LAN.

'CPE' means customer premise equipment, a managed router as an example.

'Charges' means any charges which the Customer is liable to pay under this Contract, for example installation costs, line rentals, circuit rentals, management fees, etc.

'Credit Limit' means the credit limit agreed between M12 and the Customer in this Contract. Unless otherwise agreed, the credit limit shall be the equivalent of one month's billing of network services. Plus 30 days credit of any other goods or services provided by M12 Solutions, including Equipment or maintenance services.

'CDR' means committed data rate, the dedicated level of symmetrical Internet bandwidth measured in megabits per second (Mb/s or Mbps).

'Customer' or 'Subscriber' means the person or body corporate contracting M12 Solutions to supply the Service(s) under this Contract

'DocuSign' means DocuSign Inc, M12's current chosen eSignature provider used for signing of contracts electronically.

'Equipment' means any Equipment or products supplied by M12 Solutions to the Customer as part of the Service such as Customer Access Radios, CPE, routers, modems and associated cables, fibre and filter(s).

'IP address' mean the unique Internet Protocol address assigned to your connection.

'LAN' means the customer's local area network.

'Minimum Notice' means the notice required to terminate the relevant Service.

'Minimum Period', 'Minimum Term' means the minimum period for the supply of the relevant service.

'Monthly Recurring Charges', 'MRC' means any recurring monthly Charges for the Service.

'MIA' means managed Internet access that usually provides managed CPE router.

'Prices' means the prices for the relevant Service as amended by M12 Solutions from time to time.

'Property' means the Customer's Property at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

'RIPE NCC' means Réseaux IP Européens Network Coordination Centre, the body responsible for administering IP addresses with Europe, the Middle East and parts of central Asia.

'Service' or 'Services' means the supply, connection and provision of the M12 Internet connection. The Internet connection method may include access by radio, fibre optic or copper.

'Service Credit' means a full or partial credit against any Service charges.

'SLA' means Service Level Agreement.

'User', 'Users' means any human being that uses the Service, or in the case of automated, or programmed actions, an automated computer program or software accessing the Service.

### 2. Introductions:

- 2.1. These terms and conditions and any applicable M12 Charges (altogether the 'Terms') set out the legal relationship between you and M12 and the basis on which M12 will provide goods and services to you.
- 2.2. You agree to be bound by these Terms either by signing an order form or agreement, or upon delivery of the relevant Terms to you or by your use of the Service or by allowing others to use the Service.
- 2.3. While these Terms set out the express terms on which we agree to provide the Services, nothing in these Terms will affect your statutory rights unless expressly stated otherwise.

### 3. New Connections:

- 3.1. All of M12's Services are available by ordering by telephone, E-mail, or in person. A contract will be E-mailed to you for your acceptance and signature. M12 processes paperwork and contracts electronically using DocuSign. Your eSignature indicates that you would like to place the order against the Services specified and agree to these Terms. M12's Services will only be supplied to an eligible address that matches the billing address for your chosen payment method and you must be at least 18 years old and a resident of the UK when you place your order with M12.

- 3.2. If you wish to migrate to M12's Services from another provider you should request to cancel your service with your current provider and ensure that this service cancels on or after the new M12 Service goes Live to ensure Internet service continuation. There is no straight-migration process between other Internet services and Wessex Internet's radio based Service like there is for BT telephone-line based DSL migrations.
- 3.3. M12 recommends that customers who have an E-mail service with their current Internet provider make provisions to check whether they can retain this service once they move.
- 3.4. When ordering M12's Services, you must provide a valid email address and you are responsible for maintaining and regularly checking email communication. You can update details of your email address in the online customer portal. M12 will use this email address as the primary means to contact you for all purposes in connection with the Service. E-mails sent to you include, but are not limited to, your monthly invoice, any data usage notifications, warnings or alerts, marketing information, network maintenance advice and other information as we see relevant to delivering your Internet connection. You must periodically check any anti-spam systems in case E-mails sent from us are mistakenly marketed as spam. We recommend you add our domain names to your white list or safe senders list. We may send from the following domains: @m12solutions.co.uk and @m12solutions.net.
- 3.5. If after a site survey or attempt at installation we cannot deliver the Service because of physical obstructions, interference or safety cannot be guaranteed whilst installing, then we shall issue a full refund and terminate the contract without penalty. M12 may make available for you to order alternate Internet connection services if available and you, the customer wishes to purchase this alternate service.
4. Equipment:
  - 4.1. All Equipment provided by M12 for the Service remains the property of M12 unless otherwise advised in writing. For radio based connections, the Customer Access Radio, in particular and the associated mounting brackets, cabling, and connectors must not be tampered with, unplugged, painted, changed, touched, damaged or otherwise interfered with or for you to let any other person do so.
  - 4.2. For MIA Services, the CPE also remains the property of M12 unless otherwise advised in writing. Again, the CPE must not be tampered with, unplugged, changed, touched, damaged or otherwise interfered with or for you to let any other person do so.
  - 4.3. You are responsible for any damage or loss of Equipment, unless this is caused by our negligence or our contractor's whilst installing, upgrading, or maintaining the Equipment or where the fault is caused by the Equipment during its normal operation.
  - 4.4. You are responsible for ensuring that the Equipment is secure and protected from unauthorised interference.
  - 4.5. All of the Equipment provided to deliver the Service is covered under warranty during the life of the Service contract, subject to the exclusions in 4.6, that begins on the Service commencement date. Any eligible faults, subject to 4.6, arising with the Equipment during this period will be covered by the warranty at no extra cost.
  - 4.6. If we need to replace Equipment because of factors out of our reasonable control, including but not limited to, electrical surges and damage, lightning damage, storm/wind damage, flood damage, acts of war or riots damage, then there may be a service fee to replace or repair the damaged Equipment. M12 recommends that customers protect the Equipment with an electrical mains surge protector or/and an uninterruptible power supply (UPS). Such UPS devices do not offer 100% protection, however they can prevent some electrical mains problems.
5. Service Description:
  - 5.1. M12 are able to deliver high-speed Ethernet circuits via radio.
  - 5.2. Customers are able to commit to a dedicated level of symmetrical bandwidth known as the committed data rate (CDR).
  - 5.3. CDRs are available in 1 megabit per second (1 Mbps) increments.
6. MIA CPE routers:
  - 6.1. M12 can provide fully managed routers with MIA Services.
  - 6.2. M12 retain ownership of this router throughout the life of the Service, and upon any cancellation, customers are expected to return the router to M12.
  - 6.3. From time to time, the CPE router may be discontinued by the supplier, meaning that they can no longer be ordered, but devices that are in use will continued to be supported by M12.
7. Installation:
  - 7.1. Once your order has been confirmed and accepted, we will contact you to arrange a site survey and installation of any Equipment that we need to install at your premises. You must ensure:
    - 7.1.1. That someone is available on the date and time to allow us to deliver and install the equipment and connection.
    - 7.1.2. That you are the owner or have sought the necessary permission from the owner, landlord or local authority for the installation of the Equipment.
    - 7.1.3. That you have prepared the installation premises for the installation according to our expectations. These expectations include but are not limited to clear and unrestricted access to the Customer Access Radio mounting position as outlined in the site survey, the entire route in which the cabling will route from the Customer Access Radio to the internal termination point and any internal locations we may need access to.
    - 7.1.4. That your own network equipment and/or computers meet the required specification to use the Service. If you are unsure whether your equipment meets the required specifications, you must enquire before you place an order.
    - 7.1.5. If our engineer arrives and any of the above is not met and we are unable to proceed with the installation, then we reserve the right to charge an abortive engineering charge of £150+VAT to cover our costs. A new date and time will be provided which is subject to engineering availability.
  - 7.2. The standard installation shall be applicable to radio based connections (unless otherwise stated after a survey). For radio based connections this shall include 1 x Customer Access Radio, 1 x standard mounting bracket allowing the radio to attach to a brick wall or similar vertical wall, up to 20 metres of CAT5 cable to run from the Customer Access Radio to a termination point inside of the customer's building, 1 x drilled hole through masonry/wood (to maximum length of 300mm) to allow the CAT5 data cable access into the

Customer's building, 1 x power supply for the Customer Access Radio and 1 x 1m CAT5 patch cable to connect from the power supply to your local area network or computer.

- 7.3. Non-standard installations include:
  - 7.3.1. All fibre optic and copper based services.
  - 7.3.2. For radio based connections they are available on request or after a site survey has judged that a standard installation is not possible. Non-standard installations for radio based connections may include, but are not limited to additional lengths of CAT5 to permit for a Customer Access Radio installation further away than 30m from the termination point; it may include a requirement or request to paint the Customer Access Radio to a different colour (subject to our written approval), a different Customer Access Radio mounting bracket to permit installation onto a non-standard mounting service, drilling of holes greater than 300mm or into materials that aren't standard such as metal, reinforced concrete or similar. Non-standard installations are subject to M12 approval and we may reject non-standard installation if we cannot provide them satisfactory.
- 7.4. If you connect the Service to your Local Area Network (LAN), you are responsible for ensuring that the LAN does not adversely affect our Equipment or our network. You are responsible for your LAN including all aspects of its configuration including but not limited to, routers, wireless access points, firewalls, computers, tablets and phones. You are also responsible for your devices and other devices that may connect to your LAN with or without your knowledge.
- 7.5. For unmanaged services our demarcation point with your LAN shall be the Ethernet port on the power supply of the Customer Access Radio for radio based connections, the fibre media convertor Ethernet port for fibre optic connections and the Ethernet copper cable for copper based services.
- 7.6. For managed services our demarcation point with your LAN shall be the LAN Ethernet port on managed router we shall supply to you for all services.
8. Upgrades/downgrades and changes of Service requested by the customer
  - 8.1. During the minimum period (or subsequent new minimum period for applicable business customers):
    - 8.1.1. Upgrades:
      - 8.1.1.1. We allow customers to upgrade their Service if network capacity permits in the network.
      - 8.1.1.2. The new charges applicable to the changes in service and options will be applicable on the date of the upgrade.
    - 8.1.2. Downgrades:
      - 8.1.2.1. Are not permitted.
  - 8.2. No more than 120 days before and at least 60 days prior to the end of the Minimum Period:
    - 8.2.1. Upgrades:
      - 8.2.1.1. We allow customers to upgrade their Service if network capacity permits in the network.
      - 8.2.1.2. The new charges applicable to the changes in service and options will be applicable on the date of the upgrade.
    - 8.2.2. Downgrades:
      - 8.2.2.1. Providing the customer provide M12 no more than 120 days and at least 60 days prior written notice, we shall allow customers to downgrade their Service provision providing there is a suitable option beneath the present Service option.
9. Equipment maintenance and recovery:
  - 9.1. From time to time M12 may need to repair, replace, maintain or upgrade any Equipment installed on your premises or to recover our Equipment following any termination of this contract.
  - 9.2. If M12 requires access, we will contact you to arrange an appointment to attend your premises for this purpose. You must agree to cooperate with us in arranging a suitable time for us to arrange any visits and permit access to all of the Equipment.
  - 9.3. If M12 is unable to gain access in a timely manner and is unable to carry out the maintenance, then we cannot be held for any subsequent outages, faults, or downtime associated with your service if the maintenance, repair, replacement or upgrade would have prevented this, you will also be unable to apply for any Service Credits. We will charge for our Equipment which cannot be recovered which you will be liable to pay.
10. Network maintenance:
  - 10.1. From time to time M12 or its suppliers may need to repair, replace, maintain or upgrade any core network infrastructure beyond the customer premises to improve the network performance, reliability or features, or allow new components into the network.
  - 10.2. M12 will make every reasonable effort to provide prior written notice of planned maintenance work by E-mail. It is your responsibility to make sure that these E-mails can be received from us and that you are aware of when this maintenance occurs. Maintenance windows are usually between 00:01 and 06:00 UK local time where the actual work and thus interruption of service may only last for a small proportion of this. Although a large window is advertised for contingency, the work often completes much quicker.
  - 10.3. Sometimes M12 or its suppliers may need to make emergency maintenance. This emergency maintenance may not be pre-planned and may need to be carried out immediately at any time of the day without any prior notice. We will always make best efforts to pre-warn of any interruption of service if we are at the cause of it, however for emergency works, this may not be possible.
  - 10.4. Any Service Level Agreements (SLAs) during any maintenance of any kind, pre-planned or emergency, are not applicable and no Service Credits can be requested.
11. Permitted users:
  - 11.1. You are responsible for all users who access the Internet through the Service provided to you.
  - 11.2. You must make sure that all users of the Service are aware of these terms and accept them.
  - 11.3. You are not permitted to resell, share, distribute the Service to anyone outside of your premises to other residential users or businesses or the wider community by means including but not limited to wireless, cable or fibre.
12. Fair and Acceptable Usage Policy:
  - 12.1.1. For our Fair and Acceptable Usage Policy, please see the separate Fair and Acceptable Usage Policy.
  - 12.1.2. Your use of our service is governed by this additional policy and you must abide by and agree to the terms set out in it.



13. Technical details about the Service:

13.1. Public IP address:

- 13.1.1. Each customer will receive at least 1 public IP address.
- 13.1.2. Business customers will always be offered at least 1 static IPv4 address. Additional static IP addresses for business customers are available if a sufficient justification can be made, up to a /28 at no additional cost, with more being available at extra cost and with sufficient justification for RIPE NCC. Please note that if you change from 1 IP address to multiple IPs, we may need to reallocate your original static IP address as it may not be possible to incorporate your existing IP address.
- 13.1.3. If your connection is disconnected or terminated, your static IP address may be reallocated to M12 or another M12 Customer.
- 13.1.4. We shall grant you non-exclusive use of each public IP address we assign to your service. Subject to RIPE NCC's requirements, you will not own your assigned public IP address.
- 13.1.5. Sometimes we may need to change customer's assigned public IP address(es) due to network configuration changes or where we are required to by RIPE NCC guidelines. We shall provide prior written notice where we are required to change your IP address so you can make sufficient provisions to change any DNS records or update any services that require knowledge of your public IP address.
- 13.1.6. Due to the worldwide shortage of public IPv4 address, Customers requiring more than 1 public address will be required to make a sufficient justification for their needs for multiple IPs. Customers will be encouraged to use Network Address Translation (NAT) and share services (port forwarding) on single IP addresses.

13.2. IPv6

- 13.2.1. At this time, we do not support IPv6 addresses. This is something that is in the roadmap for deployment with no timeframe on delivery or support.

13.3. Reverse DNS:

- 13.3.1. Some customers may require a reverse delegated record, herein called rDNS or reverse DNS, for the IP address assigned to their Service. M12 will allow business customers to request an rDNS record be applied only if the domain name DNS A-record is pointing to the IP address whose rDNS record needs applying. We also only allow 2 rDNS changes per annum. Additional requests are subject to approval by M12.

14. Non-permitted actions:

- 14.1. The specific terms for non-permitted actions when using the service are set out in the Fair Usage Policy.

15. Payment Terms:

- 15.1. You have a responsibility to pay the Charges for the Services you're receiving from M12. These Charges are payable from the day that the Service goes Live. Recurring Charges will be collected in advance, while one-off fees will be collected in arrears. Our billing date for Direct Debit payments is usually the 16<sup>th</sup> of the month, or the next working day.
- 15.2. Our Charges include the following fees:
  - 15.2.1. Monthly Service fee: A recurring Charge, paid monthly in advance, for the provision of your monthly service. The first payment will be pro-rated from the time of connection to the end of the month.
  - 15.2.2. Connection/Installation fee: A one-off charge, paid at the time of activating your account unless your installation charge has been amortised into the monthly service fee.
  - 15.2.3. Customer Access Radio/Equipment replacement items fee: Paid if M12 needs to replace your Customer Access Radio due to faults caused by MBORC or where the fault was caused by the actions of the Customer.
  - 15.2.4. Cancellation fee: Paid if costs have already been incurred by M12 to process your order and subsequent cancellation if you cancel your order before the Services connection date, on top of any actual costs of providing the Services.
  - 15.2.5. Reactivation fee: Paid if your account has been suspended because of failure to pay M12 for the charges.
  - 15.2.6. Early termination fee: Paid if you cancel your service before the minimum term has been reached.
- 15.3. Calls to our customer support team are classified as a local geographic rate call (0845 numbers) and can be charged at 5ppm from BT landlines other networks may vary. Calls to M12 direct numbers are charged at local rates (01 numbers) and these may be included at no additional cost as part of your mobile or landline telephone phone contract.
- 15.4. Additional information and full details of our services and pricing can be requested by the M12 sales department or your account manager. If there is a conflict relating to pricing between these Terms and any sales order, then the information on our sales order will take precedence; otherwise in the case of any other conflict these Terms will govern.
- 15.5. M12 accepts payment for the Service only by direct debit. If direct debit is not available, we reserve the right to charge an additional administrator fee equal to 2.5% of the monthly recurring Service charge. We also may require last quarter in advance as a deposit throughout the minimum term as a security deposit. We prefer payments by direct debit to keep our processing fees low, to improve efficiency, and to ensure that continuity of your service is maintained because there'd be a lower risk of non-payment. If your account details change you must notify M12 immediately to ensure continuity of your service. Service charge payments are usually made on the 16<sup>th</sup> of the month, or the next working day.
- 15.6. M12 will email you to notify you when a new invoice has been issued and you are responsible for viewing and storing local copies of these invoices.
- 15.7. You must pay M12 all sums due to M12 in full and you cannot deduct or withhold any part of the sums you owe us, except as permitted by law.
- 15.8. Interest may be charged by M12 if you do not pay us in full by the due date. M12 may charge you interest on any overdue payments from the date you should have paid until M12 receives full payment of the amount you owe including full interest (whether before or after judgement) at the rate of 2.5% per month above the HSBC base rate.
- 15.9. Please be advised that in the event of M12 not receiving full payment for services provided, M12 have the right to suspend or terminate your services and take any steps necessary to recover the amount due (including any costs incurred collecting the funds owed).



- 15.10. All service prices shown are exclusive of VAT at the prevailing rate, and our invoices show VAT payable as a separate item on each invoice.
16. Definition of Force Majeure:
- 16.1. In this clause, "Event of Force Majeure" means an event beyond the control of M12 and its suppliers, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
- 16.1.1. Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster);
- 16.1.2. War, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout;
- 16.1.3. Interruption or failure of electricity or telephone service;
- 16.1.4. Wireless interference;
- 16.1.5. Failure of the wider Internet, or Internet's systems such as domain name system, routing, peering or transit affecting a wide number of other providers
17. Service Interruptions:
- 17.1. We will take all reasonable measures to rectify any interruptions in the Services that we provide. However, we cannot be held responsible for disruptions caused by matters beyond our reasonable control (MBORC) including an Event of Force Majeure as defined in clause 16, and shall not be liable for any delay or failure in the performance of its obligations to the extent that such delay or failure is attributable to matters beyond our reasonable control.
- 17.2. We may need to make changes to its network or the technical specification of a Service or may need to suspend provision of the Services for operational or technical reasons. We will use all reasonable endeavours to notify you in advance of such changes or suspension if it materially affects your Services. Obviously we'll do everything which is reasonably in our power to minimise the effect of these disruptions on you.
- 17.3. As you know, it is technically impossible for us to provide a fault-free Service at all times. But, we're committed to providing you with a Service that has as few disruptions as possible.
- 17.4. Service availability is a measure of the relative amount of time a Service is available for customer use during a given calendar month. 'Service unavailability' is defined as any period for which the service is unavailable, and is measured from the time:
- 17.4.1. From the time that the customer reports service unavailability to M12, and opens a support ticket (customer must receive a ticket number for their call which is auto generated when you create a new support ticket).
- 17.4.2. Until the time that M12 advises the customer that the service is restored and operating in accordance with agreed specifications, and M12 closed the support ticket
- 17.5. Any periods of time during which a support ticket is kept open at the customer's request following notification by M12 that service has been restored, is not included in measuring the duration of a period of service unavailability.
- 17.6. If M12 is not provided with a named onsite contact and availability for the site for any on-site Equipment fault repairs for the duration of a fault, the time to resolve a fault can be extended. Where this is not provided by the customer, or delayed by the customer, no service credits or compensation will be provided.
- 17.7. M12 provides optional 'active alerts' on all MIA circuits or any circuits which are provided with CPE which is owned by M12, and provided as part of a managed service by M12. This means that in the event of any problems detected on the circuit, M12 will, with reasonable endeavours, be able to notify a named member of the customer's staff of such issues via SMS or email.
- 17.8. If we reasonably believe that you are using the Services in breach of your obligations, including use of the Services in breach of the Fair Usage Policy, we may without liability or further notice suspend Services or in certain circumstances terminate your contract.
18. Service Level Agreement (SLA):
- 18.1. Wireless Ethernet:
- 18.1.1. During active service, M12 offer a 99.9% uptime service level where the measured uptime is across a complete calendar month.
- 18.1.2. M12's target to repair all logical (hard down) is 6 clock hours. Logical faults are those relating to configuration or routing errors in any equipment used to deliver the service, either the CPE provided by M12 as part of the managed service, or NTE within the M12 network and their supplier's network.
- 18.1.3. M12's target to repair all Physical (hard down) faults is 24 clock hours. Physical faults are those relating to the permanent failure of any transmission media or equipment, used to supply the service, in particular relating to broken fibre optic cables or radios.
- 18.1.4. M12's target to repair all degraded performance or intermittent faults is 48 clock hours. Logical faults are those relating to any equipment, either the CPE provided by M12 as part of the managed service, or NTE within the M12 network and their supplier's network.
- 18.1.5. Where there is a physical fault relating to fibre, copper wire or radio, the target time to resolve is within 24-48 clock hours.
- 18.2. M12 agree to provide the Services in accordance with its provider's service level agreements.
- 18.3. M12 shall be permitted to vary its providers' service level agreement upon twenty (20) days prior written notice to the Customer.
- 18.4. In addition, M12 will offer the following service levels on its core network; defined as any network infrastructure owned and operated by M12, outside of any maintenance events:
- 18.4.1. Less than 20m/s latency
- 18.4.2. Less than 1% packet loss
- 18.4.3. Less than 10m/s jitter for 99.9% of the time
- 18.5. M12 retains the right not to pass on any benefits of its SLA with its provider, relating to Service Credits, to the Customer, where the cost of administering the credits, in M12's reasonable opinion, is disproportionate to the credit received.



- 18.6. Specific uptime guarantees against your Service are provided at the point of quotation and to which an order is against. Any uptime guarantees exclude maintenance events from their calculation.
- 18.7. Exclusions:
- 18.7.1. No SLA credit shall apply to the failure of the service to comply with an SLA, or to any period of service unavailability, caused, in whole or part, by any of the following:
- 18.7.1.1. A failure of customer's own premises equipment or equipment of a customer's vendor
- 18.7.1.2. A failure in local access facilities connecting the customer to M12's network which are not provided by M12
- 18.7.1.3. Force majeure events as defined in clause 16.
- 18.7.1.4. Any act or omission of customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to:
- 18.7.1.4.1. Failing to provide M12 with an onsite contact and/or adequate access to facilities for testing
- 18.7.1.4.2. Failing to provide access to customer premises as reasonably required by M12 (or its agents) to enable M12 to comply with its obligations regarding the service
- 18.7.1.4.3. Failing to take any remedial action in relation to a service as recommended by M12, or otherwise preventing M12 from doing so, or
- 18.7.1.4.4. Any act or omission which causes M12 to be unable to meet any of the SLAs
- 18.7.1.5. Customer's negligence or wilful misconduct, which may include customer's failure to follow agreed upon procedures
- 18.7.1.6. Any scheduled maintenance periods when customer has been informed of such maintenance, and emergency maintenance
- 18.7.1.7. Disconnection or suspension of the service by M12 pursuant to a right to do so under the general terms and conditions or these terms and conditions
19. Service Credits:
- 19.1. Claiming Service Credits:
- 19.1.1. Service credits are applied when requested by the customer in writing, which must be submitted within 15 working days of a valid support call reporting the incident, and backed up by a reference number to support that claim. This can be submitted to the relevant M12 staff by first class recorded mail, or by e-mail.
- 19.2. Wireless Ethernet circuits:
- 19.2.1. The list below is an overview of the service credits payable for unavailability. In no event will SLA credits in any calendar month exceed 100% of the total Monthly Recurring Charges (MRCs) payable by the customer for the service in that month:
- 19.2.2. Less than 1 clock hour: 0% of MRC
- 19.2.3. Between 1 clock hour and 7 clock hours: 5% of MRC
- 19.2.4. Between 7 clock hours and 24 clock hours: 10% of MRC
- 19.2.5. 25 clock hours and above: 20% of MRC
20. Moving:
- 20.1. If you are moving address and your new address is in an area that's covered by M12's Internet Services, the Services will simply be moved to your new address, but a new connection fee will need to be paid.
- 20.2. If M12 is unable to provide Services to your new premises location, then our standard cancellation terms of the contract will apply.
21. Performance:
- 21.1. The performance of the Service and times experienced will depend on a range of factors, including but not limited to atmospheric conditions, interference or Internet congestion.
22. Minimum Period:
- 22.1. Our standard minimum period is thirty six (36) months from date of connection.
- 22.2. Sometimes our minimum period may be different, and this will be indicated on your order form.
- 22.3. If the minimum period is not listed on the order form, the standard minimum period of thirty six (36) months shall apply from date of connection.
- 22.4. Unless otherwise indicated on an order form, if you change your service midway through an existing contract period, a new minimum period shall apply from the date of the changes to your service apply. This new minimum period shall be equal to our standard minimum period, unless otherwise indicated on the order form.
23. Cancellation/Termination:
- 23.1. Notice period:
- 23.1.1. You are required to give 60 days' notice but not more than 120 days written notice before the end of the minimum period. If no written notice has been provided, then the contract will roll over automatically to a new minimum period equal to the minimum period in the initial term.
- 23.2. Early Termination Fee:
- 23.2.1. Should you decide to cancel your Service within the initial or subsequent Minimum Period, you will have to pay for the remaining service charges until the end of the current Minimum Period.
- 23.3. We may terminate your contract or suspend all or part of your service if:
- 23.3.1. You or others misuse our Service (see our 'Fair and Acceptable Usage Policy').
- 23.3.2. You otherwise breach our terms.
- 23.3.3. You are persistently abusive or make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally or inappropriate towards our staff or contractors.
- 23.3.4. You do not pay us, by the due date, any money you owe us.
- 23.4. Either party may terminate your contract by giving each other 30 days written notice to the other:

- 23.4.1. If there has been a material breach of these terms by the other party and this isn't rectified within 30 days of a written notice notifying of the breach.
- 23.4.2. If an event, outside our reasonable control, prevents us providing the Services for more than 30 days.
- 23.4.3. If the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or makes an application to a court of competent jurisdiction for protection from its creditors generally; or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction; or
- 23.4.4. by M12 only, without cause, after any initial Minimum Period.
- 23.5. If M12 is entitled to suspend your Service then all Charges for your Service will remain payable by you notwithstanding such suspension. If M12 is entitled to terminate your Service (other than without cause), then M12 will be entitled to charge you for the Charges which would have been payable to M12 as if you had provided us with a termination notice on the date of such termination.
- 24. Your obligations:
  - 24.1. You agree that you will comply fully with your obligations under these Terms, and at all times:
    - 24.1.1. Comply with the terms set out in M12's 'Fair and Acceptable Usage Policy' (as published on our website from time to time) and ensure that any others using M12's Services via your account comply with the 'Fair and Acceptable Usage Policy' as well.
    - 24.1.2. Keep your security information safe and tell M12 immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account.
    - 24.1.3. Provide accurate information to M12 (especially during the ordering process) and ensure that this information is always kept up to date and accurate.
    - 24.1.4. Ensure that your equipment and software complies with all applicable laws and standards and that you have any necessary licenses before you use it to connect to the M12 network and ensure that your equipment and software is compatible with our Equipment.
    - 24.1.5. Only you control the content you upload or download using the M12 network. We have no responsibility for any such content.
    - 24.1.6. Comply with these Terms and any reasonable instructions M12 gives you.
    - 24.1.7. Indemnify M12 against all losses, liabilities, costs (including legal costs) and expenses which M12 may incur as a result of any third party claims against M12 arising from, or in connection with your misuse of the Services or breach of these Terms.
    - 24.1.8. All amounts due to M12 shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against M12 in order to justify withholding payment of any such amount in whole or in part
    - 24.1.9. From time to time, M12 may (without notice to you) review, record or check your use of M12's Services where M12 is required to do so to ensure compliance with any laws or regulations or where ordered to do so by any court or other body or authority with the power to require such monitoring and for our own internal purposes to ensure compliance with these Terms and the 'Fair and acceptable usage policy'.
- 25. Changes:
  - 25.1. M12 may need to change these Terms, including the Charges at any time.
  - 25.2. If we increase the Charges for elements of the Service you are using, or change the Terms to your significant disadvantage, we will give you 30 days' notice in writing before the changes apply.
  - 25.3. For any changes to our Terms that we may need to make for legal or regulatory purposes, we may not be able to provide 30 days' notice, but we will endeavour to provide notice as soon as possible.
  - 25.4. Changes will be posted on our website and notifications sent to you by E-mail.

Last updated on 06/07/2012

## FAIR AND ACCEPTABLE USAGE POLICY – ETHERNET CIRCUITS

### 1. Definitions:

M12 Solutions Limited ('M12', 'M12 Solutions', 'us', 'we', 'our') is a provider of various Internet services, registered in England and Wales (Company no:03401975 and VAT no: 873856866). Our registered office and principle place of business is at 3 The Belfry, Solent Business Park, Fareham, Hampshire, PO15 7FJ.

The following definitions used in these terms and conditions shall have the meanings given to them below: -

'Charges' means any charges which the Customer is liable to pay under this Contract, for example installation costs, line rentals, circuit rentals, management fees, etc.

'Credit Limit' means the credit limit agreed between M12 and the Customer in this Contract. Unless otherwise agreed, the credit limit shall be the equivalent of one month's billing of network services. Plus 30 days credit of any other goods or services provided by M12 Solutions, including Equipment or maintenance services.

'Customer' means the person or body corporate contracting M12 Solutions to supply the Service(s) under this Contract

'CDR' means committed data rate, the dedicated level of symmetrical Internet bandwidth measured in megabits per second (Mb/s or Mbps).

'Equipment' means any Equipment or products supplied by M12 Solutions to the Customer as part of the Service such as Customer Access Radios, WiFi access points, routers, modems and associated cables, fibre and filter(s).

'IP address' mean the unique Internet Protocol address assigned to your connection.

'Minimum Notice' means the notice required to terminate the relevant Service.

'Minimum Period' means the minimum period for the supply of the relevant service.

'Prices' means the prices for the relevant Service as amended by M12 Solutions from time to time.

'RIPE NCC' means Réseaux IP Européens Network Coordination Centre, the body responsible for administering IP addresses with Europe, the Middle East and parts of central Asia.

'Service' or 'Services' means the supply, connection and provision of the M12 Internet connection. The Internet connection method may include access by Radio, fibre optic or copper.

'Property' means the Customer's Property at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

## 2. Introduction:

- 2.1. The following list details all the uses of M12's services that we consider unacceptable - in other words, unfair and unacceptable usage. M12 maintains and promotes a policy of fair and acceptable usage at all times, so please ensure that any use of M12's services, by yourself or anyone who connects to the service doesn't in any way contradict the restrictions listed below. You will also find your responsibilities to help keep our network secure listed at the end of this Fair and acceptable usage policy (the 'Policy').
- 2.2. Please ensure that anyone using your account to access M12's Internet services agrees with this Policy and is aware of their obligations under it. This extends to employees, office workers or guests or any one accessing the Service through your connection either knowingly or otherwise.

## 3. The Services CANNOT be used for the following:

- 3.1. Unlawful, fraudulent, criminal or otherwise illegal activities
- 3.2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person
- 3.3. Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters except that business customers are permitted to send marketing communications in accordance with the Privacy and Electronic Communications Regulations 2003 if sent in batches of no more than fifty (50) emails at any time, each individual campaign being sent to no more than five hundred (500) recipients, with no more than five (5) campaigns per month
- 3.4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications Equipment owned by M12 or any other Internet user or corporation
- 3.5. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person
- 3.6. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material
- 3.7. Anything that may disrupt or interfere with M12's network or services or cause a host or the network to crash
- 3.8. Launching "denial of service" (DoS) attacks; "mail bombing" attacks; or "flooding" attacks against a host or network
- 3.9. Granting access to your M12 services to others not residing at the premises at which these Internet services are provided
- 3.10. Circumventing the user authentication or security process of a host or network
- 3.11. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data
- 3.12. Monitoring or recording the actions of any person entitled using your connection without their knowledge or any person or thing outside of your premises including, without limitation, any public highway or roadway or another person's business premises
- 3.13. Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.

## 4. Security

- 4.1. You are responsible for ensuring that any user ID and/or password selected by you remain confidential so that the network cannot be used by any unauthorised person.
- 4.2. The user ID and/or password referred to include, but are not limited to, those controlling access to (a) any computer hardware systems or networks; (b) any computer software or applications; or (c) any other services accessed by you in the use of either of the above.
- 4.3. You shall not disclose any user ID or password to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights.
- 4.4. You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.
- 4.5. You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.
- 4.6. Usage by others using the service without your knowing:
  - 4.6.1. You are responsible for all uses made of M12's Internet services through your account (whether authorised or unauthorised) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that M12 are not responsible for any of your activities in using the network. It's your responsibility to determine whether any of the content accessed via M12's Internet service is appropriate for children or others in your premises to view or use. It's not M12's responsibility to filter or make provisions to restrict access to certain websites some may find offence.

## 5. E-mail:





- 5.1. M12 reserves the right to block any E-mails passing through out network that have the characteristics of SPAM email. We may contact you to inform you if you're emails have been classified as SPAM and any SPAMing activities made by you may result in a suspension or termination of service.
6. Data usage and excessive network use:
  - 6.1. Ethernet circuits usually are provided with no specific data transfer limit.
  - 6.2. Ethernet circuits are usually provided with a set CDR and customers can use the Service as much or as little as they wish subject to complying with the terms and fair usage policy governing the Service provided they stay within the CDR of the provided Service.
7. Breach of policy
  - 7.1. If any customer's use of these services constitutes a breach of this Policy, M12 may, at its option and discretion, either give the member notice to stop the unacceptable use(s) or terminate that member's services (with or without notice as M12 considers appropriate).
  - 7.2. M12 supports the Internet Watch Foundation (IWF). The IWF is the UK hotline for the public to report potentially illegal website content relating to child abuse, together with material of an unlawful nature. For more information about the IWF and its services please visit <http://www.iwf.org.uk>.
  - 7.3. To report any illegal or unacceptable use of M12 services, please send an email to [abuse@m12solutions.co.uk](mailto:abuse@m12solutions.co.uk).

Last updated on 06/07/2012