

HIGH SPEED INTERNET ACCESS T&Cs



RESIDENTS' ACCEPTABLE USE POLICY

Welcome to the Landlord's High Speed Internet Access (HSIA) (the Service). This Service is being provided by a third party service provider ("Curve IT") in conjunction with Essential Living (collectively, the "Companies" or "We").

As a condition of accessing this Service, you must agree to the following terms and conditions of use ("Terms of Use"). If you do not agree, you may not access or use the Service. Your use of the Service indicates your acceptance of these Terms of Use.

Included within your rental is access to the building-wide High Speed Internet Access (HSIA), which allows you to access any of your personal devices throughout the building whether within your apartment or in one of the amenity areas. Please see details of access packages and data limits below.

Definitions:

The **Essential Living HSIA** is the Service provided by the Landlord that offers a connection to the Internet. Please refer to the HSIA service service description in the residents' handbook for further information: essentialliving.co.uk/handbook

Network Connection means the network outlet provided in your apartment and through the property that allows you to connect to the Essential Living HSIA.

Special Conditions means any further conditions applicable to the use of your connection to the Essential Living HSIA, as notified to you in accordance with point 9 below.

RESPONSIBILITIES

Editorial control:

The Companies do not review or exercise any editorial control over the content or materials made available over the Internet by third parties, including without limitation any electronic mail transmissions, newsgroups, or the like. We may remove, block, filter, or restrict by any other means any materials that, in the Companies sole discretion, may be illegal, may subject the Companies to liability, or may violate these Terms of Use. The Companies may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged.

Security:

You expressly acknowledge & agree that there are significant security, privacy & confidentiality risks inherent in accessing or transmitting information through the Internet, whether the connection to the Internet is facilitated through wired or wireless technology. These security issues range from interception of transmissions, loss of data, or the introduction of viruses or other programs that can damage your computer or network.

Privacy:

The Companies respect the privacy of all users of the Service. The Service does not correlate the user of this service with the sites visited. We do not record the apartment number of the user for billing purposes. The record of a specific name associated with that apartment number is stored in a separate database to protect the privacy of the user. A log of all Service usage activity is maintained for system performance, maintenance and security requirements. At some properties we provide the ability for a Service user to print a document or web page whilst using the Service. While we take reasonable measures to secure the printer, because it is a shared printer we cannot ensure others may not see a document you print. The Companies will only disclose usage information without your permission when required by law, or in good faith that such action is necessary to investigate or protect against harmful activities to Essential Living residents, visitors, associates, or property (including this Service), or to others. If you have any privacy-related questions or concerns please email to privacy@essentialliving.co.uk.

You must:

You are responsible for all activity originating from any machine using the Network Connection provided in your apartment or via the building HSIA.

Notify the residents' team of any problems, faults or breaches of the AUP you detect or become aware of.

Abide by relevant UK legislation. This includes (but is not limited to) The Copyright, Designs & Patents Act; The Regulation of Investigatory Powers Act; and The Computer Misuse Act.

Abide by relevant regulations, as set out in the residents' handbook or notified to you from time to time.

Ensure your computer software is updated to the required minimum level as defined at the time of connection.

Install, run and regularly update your computer's antivirus and firewall software.

Abide by any other special conditions notified to you by Essential Living or Curve IT needed to ensure the continued operation of the Essential Living HSIA service.

Ensure that the means of access to the Network Connection and personal equipment (i.e. passwords) are kept secure and are not disclosed to third parties.

Preserve the confidentiality of information relating to the HSIA service where the information is not in the public domain.

Accept that the Landlord and Essential Living may hold and process any personal data submitted by you for validation and statistical purposes, and for the purposes of the management of the Service or for any other lawful purpose notified to you and they may also pass the information on to other members of Essential Living or other authorised third parties in compliance with the Data Protection Act 1998.

Ensure that any personal data submitted is accurate to the best of your knowledge, and that any changes in that personal data, will be made known to the residents' team at the earliest possible opportunity.

Accept that the service and the Network Connection are provided without warranty. No guarantee can be made that the service will be uninterrupted, error free or virus free. Any representations or warranties given by any member of the residents' team relating to the service, express or implied, are excluded to the maximum extent permitted by law.

Meet any charges made for reconnection to the service (where appropriate).

Accept that the Landlord and Essential Living are not commercial Internet Service Providers (ISP) and as such do not operate a compensation policy for disruptions service.

You must not:

Use the service to gain, or attempt to gain, illegal or unauthorised access to data.

Pass on the service to others, whether for commercial gain or free of charge.

Simultaneously connect more than the allocated number of devices to the service.

Connect hubs, switches or wireless networking equipment to the Netgear connection provided in your apartment.

Connect machines running server operating systems or services (including for example DHCP, DNS, web servers, etc.) to the service connection provided in your apartment.

Install or use any peer-to-peer file-sharing applications on machines connected to the service including, but not limited to, BitTorrent, eDonkey or other equivalent software.

Cause disruption to the normal operation of the network (internal or external) or to any devices connected to it.

Use the service for any activities that bring the Landlord, Essential Living or associated agents into disrepute.

DISCONNECTION POLICY

Any misuse of the service including, but not limited to, those described above will be regarded as a serious disciplinary matter. Misuse will result in the immediate termination of your access to the service.

The disconnection period depends upon the nature of the misuse. It may also result in the issuing of a violation notice by Essential Living, or an investigation by the police. Charges might apply if damage occurs to the main system.

The following might be reasons for an immediate disconnection:

Viruses – a £35 reconnection charge will apply for reconnection after the third disconnection due to virus infection. There is no defined period of disconnection – once the virus threat has been removed, reconnection can be sought immediately.

General misuse – upon detection of a suspected breach of the AUP, you will be immediately disconnected. If this is the first breach, you will need to contact the residents’ team who will advise the reason for the disconnection and provide guidance on how to stay within the AUP. Examples of general misuse breach include, but are not limited to, using peer-to-peer file sharing (both encrypted & unencrypted), or CERT complaints relating to a machine connected to the service.

Copyright abuse – relates to the illegal downloading and distribution of copyrighted material irrespective of the mechanism used to do so. This is a serious offence, and there has been substantial, international media coverage associated with this type of activity. The law is quite specific in this area and ignorance of the illegality of this activity is not a legitimate defence.

Network abuse – examples of network abuse include, but are not limited to, port scanning, connection of hubs, switches, wireless access points, routers and unauthorised servers to the Network Connection in your apartment. In severe cases, for example where serious illegal activity has taken place or where repeated breaches of the conditions in this acceptable use policy have occurred, action may be brought under the violation notices procedure. This action may result in the permanent removal of access to the service.

DISCLAIMERS

To the extent that applicable law permits:

The Landlord and its agents, including Essential Living, bear no legal responsibility for the accuracy or comprehensiveness of the service.

The Landlord and its agents, including Essential Living, accept no liability for, and you will not be entitled to claim against Essential Living in respect of, any direct, indirect, consequential or incidental damages or losses arising from use of the Network Connection, or from the unavailability of, or break in access to, the service, for whatever reason.

The materials available through the service and through any third party are provided on an “as is” and “as available” basis and without warranties or conditions of any kind either express or implied. The companies make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of information distributed through the service.

To the fullest extent permitted by applicable law, the Companies expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Companies make no warranty that the service will be uninterrupted, timely, secure, or error free, or that software defects will be corrected or that this site or the server that makes it available, is free of viruses or other harmful components. The companies make no warranty regarding any goods or services or the delivery of any goods or services purchased or obtained through or from the service or advertised through the service, or regarding any transactions entered into through the service. No advice or information, whether oral or written, obtained by you via the service shall create any warranty not expressly stated herein.

The Landlord and its agents, including Essential Living, shall not incur any liability to you for delay in provision of the service as a result of an event that is beyond the reasonable control of Essential Living. This shall include such things as illness of staff, acts of God, civil disturbance, strikes or other industrial action, war or governmental advice.

To the fullest extent permitted by applicable law, under no circumstances, including but not limited to, negligence, shall the companies be liable for any direct, indirect, incidental, special or consequential damages, including but not limited to, damages for loss or profits, use, data or other intangibles, even if the companies have been advised or the possibility of such damages, that result from the use or the inability to use the service, from any changes to the service, or from unauthorized access to or alteration of your transmissions or data. You specifically agree that the companies are not responsible or liable to you or anyone else for any threatening, defamatory, obscene, offensive, tortious, or illegal conduct of yours or of any other party or any infringement or another’s rights, including intellectual property rights, arising on, from, or in connection with the service. You are solely responsible for your own conduct in using this service, and will indemnify and hold harmless the Companies from any claims, liability, damages or costs that result from your conduct in using this service. If you are dissatisfied with the service, the materials available on or through the service, or with any provisions in this legal notice, your sole and exclusive remedy is to discontinue using the service.

HIGH SPEED INTERNET ACCESS PACKAGES

There are three Internet packages that residents can have:

Essential

Building-wide WiFi, which is included in your rental. Up to 45Mbps download and 5Mbps upload on up to 12 active devices allowed online at any time, with a monthly download limit of 125GB. A notification will be sent to you when you have reached 100GB of downloads.

Premium

Building-wide WiFi for an additional £15.00/month. Up to 100Mbps download and 100Mbps upload on up to 25 active devices allowed online at any time, with a monthly download limit of 250GB. The apartment's network switch and ports are also activated (if applicable). A notification will be sent to you when you have reached 200GB of downloads.

Business

Building-wide WiFi for an additional £30.00/month. Up to 200Mbps download and 200Mbps upload on up to 35 active devices allowed online at any time, with a monthly download limit of 400GB. The apartment's network switch and ports are also activated (if applicable). A notification will be sent to you when you have reached 300GB of downloads.

If you wish to upgrade, please email the residents' team and they will arrange this (takes 24 hours to activate during the week).

UPDATES TO THIS DOCUMENT

These Terms and Conditions may be updated from time to time subject to the residents being notified of any changes.

DATA PROTECTION

How we use your data:

We collect the information on this form in order to be able you to use the building facilities i.e. activity room, gym, drawing room, dining room, terraces and for providing services such as private hire of the applicable facility, granting a licence for a have a pet or parking bay, postal delivery or granting access to you apartment when you are not there.

We may work with or you may have a direct relationship with our service providers to deliver these services. Your information may be shared with them in order to help us deliver the service.

Without your data you won't be able to use these above service or facilities

We won't keep this information for longer than is necessary, i.e. up to three months after the day of the event, for the length of your tenancy or as per the statutory requirements for financial and personal information.

Further information about how we use, share and otherwise process your personal data, and information about your rights can be found here: essentialliving.co.uk/handbook/.

If you have any questions, please contact us at yourdata@essentialliving.co.uk.